

**COLLECTIVE AGREEMENT**

**REACHED BETWEEN**

**ON THE ONE HAND,**

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

**AND**

**THE CENTRALE DES SYNDICATS DU QUÉBEC (CSQ)  
ON BEHALF OF THE ASSOCIATION DES EMPLOYÉS DU  
NORD QUÉBÉCOIS (AENQ) REPRESENTED BY ITS BARGAINING AGENT,  
THE FÉDÉRATION DU PERSONNEL DE SOUTIEN SCOLAIRE (FPSS)**

**2010-2015**

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**CHAPTER 1-0.00                      OBJECTIVE OF THE AGREEMENT, DEFINITIONS, RESPECT  
FOR HUMAN RIGHTS AND FREEDOMS, HARASSMENT IN THE  
WORKPLACE AND EQUAL OPPORTUNITY**

**1-1.00              OBJECTIVE OF THE AGREEMENT**

**1-1.01**

The objective of the Agreement shall be to establish systematic relations between the parties, to determine the working conditions as well as to establish the appropriate procedures for resolving difficulties which may arise.

**1-2.00              DEFINITIONS**

Unless the context indicates otherwise, for purposes of applying the Agreement, the words, terms and expressions which are defined hereafter shall have the meaning respectively assigned to them.

**1-2.01              Community Education Administrator**

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

**1-2.02              Seniority**

Seniority defined in article 8-1.00.

**1-2.03              Fiscal Year**

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

**1-2.04              Beneficiary of the James Bay and Northern Québec Agreement**

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

**1-2.05              Provincial Placement Bureau**

Placement bureau composed of the Fédération des commissions scolaires du Québec and the Ministère de l'Éducation, du Loisir et du Sport (MELS).

**1-2.06              Regional Placement Bureau**

Placement bureau composed of all school boards in each of the regional offices. The Ministère shall actively participate in the activities of the bureau.

**1-2.07              Centrale**

The Centrale des syndicats du Québec (CSQ).

**1-2.08              Class of Employment**

Any of the classes of employment, the titles of which appear in the salary scales in Appendix I of the agreement and those which could eventually be created under clause 6-1.13.

**1-2.09              Classification**

Assignment to an employee of a class of employment and, if any, a step in the salary scale applicable to him or her, the foregoing in accordance with the Agreement.

**1-2.10 Board**

The Cree School Board.

**1-2.11 Spouse**

Spouse means persons who:

- a) are married or joined in civil union and cohabiting;
- b) being of opposite sex or the same sex, are living together in a conjugal relationship and are the father and mother of the same child;
- c) are of opposite sex or the same sex and have been living together in a conjugal relationship for at least one (1) 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 court decree or notarized joint statement, as well as any de facto separation for more than three (3) months in the case of persons living together in a conjugal relationship, shall mean the loss of spousal status.

**1-2.12 Agreement or Collective Agreement**

This agreement.

**1-2.13 James Bay and Northern Québec Agreement**

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

**1-2.14 Management Committee (CPNCSC)**

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

**1-2.15 Regional Office**

One of the regional offices listed in Appendix XXII.

**1-2.16 Grievance**

Any disagreement regarding the interpretation or application of the Agreement.

**1-2.17 Locality**

The communities of Whapmagoostui, Chisasibi, Wemindji, Waskaganish, Eastmain, Waswanipi, Nemaska, Mistissini and Oujé-Bougoumou each constitute a locality.

**1-2.18 Disagreement**

Any dissension between the parties other than a grievance defined in the Agreement and other than a dispute defined in the *Labour Code* (R.S.Q., c. C-27).

**1-2.19 Ministère**

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

**1-2.20 Transfer**

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

**1-2.21 Negotiating Parties**

- A) Management group: The Management Negotiating Committee for the Cree School Board (CPNCSC) and the Cree School Board
- B) Union group: The Centrale des syndicats du Québec (CSQ), represented by its bargaining agent, the Fédération du personnel de soutien scolaire (FPSS)

**1-2.22 Probation Period**

Period of employment which a newly hired employee, other than a temporary employee, must undergo in order to become a regular employee. The probation period shall be sixty (60) days actually worked. However, it shall be ninety (90) days actually worked for employees who hold a position in the subcategory of technical support positions.

Notwithstanding the preceding paragraph, the duration of the probation period of an employee who is hired and who does not have the required qualifications for the position shall be ninety (90) days actually worked.

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

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

This clause shall apply subject to subparagraph 6) of paragraph b) of clause 2-1.01.

**1-2.23 Employee**

The term "employee", whether singular or plural, signifies and includes the employees defined hereinafter and to whom one or several provisions of the Agreement apply under article 2-1.00.

**1-2.24 Probationary Employee**

An employee who has been hired but who has not completed the probation period prescribed in clause 1-2.22 in order to become a regular employee.

**1-2.25 Tenured Employee**

A regular employee who has completed at least two (2) full years of active service with the Board in a full-time position since his or her engagement by the Board.

Any disability leave covered by the salary insurance plan, any disability leave due to a work accident or an employment injury, as long as the employee concerned receives benefits for the disabilities under the Agreement, shall constitute active service for the purpose of acquiring tenure, notwithstanding clause 1-2.38.

As long as there has been no break in his or her employment ties, the acquisition of tenure by an employee shall be delayed proportionally in the event of the interruption of his or her active service.

As an exception to the rule for acquiring tenure, an employee who has acquired tenure under the preceding provisions or under a former collective agreement and who occupies a part-time position shall retain his or her permanent status provided that there has been no break in his or her employment ties since he or she acquired tenure.



**1-2.26 Regular Employee**

An employee who has completed the probation period prescribed in clause 1-2.22.

**1-2.27 Substitute Employee**

An employee who is hired to replace an absent employee for the duration of the absence.

**1-2.28 Temporary Employee**

- A) An employee who is hired to perform particular work in the event of a temporary increase in workload or an unforeseen event for a maximum period of four (4) months, unless there is a written agreement with the Union to the contrary.
- B) A substitute employee defined in clause 1-2.27.
- C) A temporary employee hired as such to occupy a specific position.

**1-2.29 Classification Plan**

The Classification Plan prepared by the Comité patronal de négociation pour les commissions scolaires anglophones (CPNCA), after consultation with the provincial negotiating union group, for the "categories of technical and paratechnical support, administrative support and labour support positions", February 7, 2011 edition, including any change made or new class added during the term of the Agreement.

**1-2.30 Position**

Specific assignment of an employee to perform duties assigned to him or her by the Board except for an assignment to a specific position.

Subject to article 7-3.00, every employee holds a position, except for temporary employees.

**1-2.31 Full-time Position**

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

**1-2.32 Part-time Position**

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

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

**1-2.33 Specific Position**

Specific assignment of a regular or temporary employee to perform duties assigned to him or her by the Board in the following context:

- 1) any activity financed by a source other than the Ministère, it being understood that the employee concerned cannot, in the context of such a project, carry out activities normally assumed by the Board;
- 2) any experimental project.

The position cannot exceed twenty-four (24) months. If the position is renewed beyond the twenty-four (24) months, the Board shall transform it into a position within the meaning of clause 1-2.30 and the employee concerned shall become the incumbent of the newly created position with all the rights and benefits recognized under article 7-1.00 and clause 1-2.25, retroactively to the beginning of the thirteenth (13<sup>th</sup>) month of his or her assignment or hiring for the project unless he or she prefers to return to his or her original position, if he or she is a regular employee.

For the purposes of applying this clause, two (2) similar positions in the same class of employment requiring the same qualifications and particular requirements relating to projects of the same nature and separated by less than a year shall be deemed to be the same position.

A project of the same nature which is repeated more than three (3) times must be discussed by the Labour Relations Committee defined in article 4-1.00.

#### **1-2.34 Promotion**

Movement of an employee to another position in another class of employment in which the maximum of the salary scale is higher than that of the class of employment he or she is leaving or in a class of employment remunerated according to a single salary rate in which the rate is higher than that of the class of employment he or she is leaving.

#### **1-2.35 Demotion**

Movement of an employee to another position in another class of employment in which the maximum of the salary scale is less than that of the class of employment he or she is leaving or in a class of employment remunerated according to a single salary rate in which the rate is less than that of the class of employment he or she is leaving.

#### **1-2.36 Education Sector**

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

#### **1-2.37 Public and Parapublic Sectors**

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

#### **1-2.38 Active Service**

Period of time or during which an employee actually worked for the Board or the school board or school boards (institutions) to which the Board is the successor since his or her last hiring or during which an employee's salary was maintained. An employee shall acquire one (1) year of active service if his or her salary was maintained or if he or she actually worked for two hundred and sixty (260) days.

An employee who holds a part-time position shall acquire active service in proportion to his or her workweek compared to the regular workweek prescribed in article 8-2.00.

#### **1-2.39 Union**

The Association des employés du Nord québécois (AENQ).

#### **1-2.40 Salary**

The amount paid to an employee under articles 6-1.00, 6-2.00 and 6-3.00 excluding all lump sums, except for those prescribed in clauses 6-2.13, 6-2.15, 6-2.16 and 7-3.12.

**1-3.00 RESPECT FOR HUMAN RIGHTS AND FREEDOMS****1-3.01**

It is agreed that there will be no threat, constraint or discrimination on the part of the Board, the Union or their representatives against an employee because that person exercises a right arising from the Agreement or the law or because of race, religious beliefs or lack thereof, sex, sexual orientation, language, nationality, social origins, political opinions, the fact that he or she is a handicapped person.

**1-3.02**

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

**1-4.00 HARASSMENT IN THE WORKPLACE****1-4.01**

The Board and the Union recognize that every employee has the right to a workplace free from harassment. They also recognize that harassment is reprehensible and they shall collaborate in preventing it.

To this end, the Board must adopt reasonable measures to prevent harassment and, when such conduct is brought to their attention, to eliminate it.

**1-4.02**

The employee who claims to have been harassed may contact a Board representative in order to try to find a solution, according to the process and mechanisms prescribed in the Board's policy, if need be; during a meeting with the Board held under this clause, a union representative may accompany the employee, if the latter so desires.

**1-4.03**

The names of persons involved and the circumstances surrounding the meeting prescribed in clause 1-4.02 and the ensuing grievance must be treated in a confidential manner, particularly by the Board and the Union, except if the information is required for the meeting prescribed in clause 1-4.02, the grievance or a measure taken under the Agreement.

**1-4.04**

Any grievance dealing with 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 9-1.00.

**1-4.05**

Should a solution be deemed unsatisfactory, the plaintiff or the Union, with the consent of the plaintiff, may refer the grievance to arbitration according to the procedure prescribed in article 9-2.00.

**1-4.06**

A grievance dealing with harassment in the workplace shall be given hearing priority.

**1-5.00 EQUAL OPPORTUNITY****1-5.01**

The Board which decides to set up a voluntary equal opportunity program other than a program prescribed in clause 1-3.02 shall consult the Union, through the Labour Relations Committee, on the contents of the program.

**1-5.02**

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 understood that only one equal opportunity committee may exist at the Board and that the Union shall appoint its representative thereto.

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

- b) the diagnostic analysis, if necessary;
- c) the contents of an equal opportunity program, namely:
  - objectives pursued;
  - corrective measures;
  - time frame;
  - control mechanisms to assess the progress made and the difficulties encountered.

**1-5.03**

In keeping with the consultation prescribed in clause 1-5.02, the Board shall forward all relevant information within a reasonable time limit.

**1-5.04**

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 2-2.04.

**1-5.05**

This article shall not apply to a program prescribed in clause 1-3.02.

CHAPTER 2-0.00

FIELD OF APPLICATION AND RECOGNITION

2-1.00

FIELD OF APPLICATION

2-1.01

The Agreement shall apply to all the employees, within the meaning of the *Labour Code* (R.S.Q., c. C-27), who are covered by the certificate of accreditation, subject to the following partial applications:

a)

Probationary Employees

A probationary employee shall be covered by the clauses of the Agreement, except those concerning the right to the procedure for settling grievances and arbitration in the event of dismissal or if his or her employment terminates; in these cases, the Board shall give the employee a notice equal to at least one pay period.

b)

Temporary Employees

- 1)
- A temporary employee shall be entitled only to the benefits of the Agreement as regards the following clauses or articles:

1-1.00	Objective of the Agreement
1-2.00	The following definitions shall apply to his or her status:
	1-2.03, 1-2.04, 1-2.07, 1-2.08, 1-2.09, 1-2.10, 1-2.11, 1-2.12, 1-2.13, 1-2.14, 1-2.15, 1-2.16, 1-2.18, 1-2.19, 1-2.21, 1-2.23, 1-2.27, 1-2.28, 1-2.29, 1-2.30, 1-2.33, 1-2.36, 1-2.37, 1-2.39, 1-2.40
1-3.00	Respect for Human Rights and Freedoms
1-4.00	Harassment in the Workplace
2-2.00	Recognition
3-4.00	Posting and Distribution
3-5.00	Union Meetings and Use of Board Premises for Union Purposes
3-6.00	Union Dues
3-7.00	Union Security
3-8.00	Documentation
4-1.00	Labour Relations Committee
4-2.00	Information
5-2.00	Paid Legal Holidays (provided he or she has worked ten (10) days since his or her hiring prior to the paid legal holiday)
5-8.00	Civil Responsibility
6-1.00	Classification Rules
6-2.00	Determination of Step
6-3.00	Salary
6-4.00	Travel Expenses
6-5.00	Premiums
6-6.00	Regional Disparities (only clauses 6-6.01, 6-6.02, 6-6.04, 6-6.05 and paragraphs A) and C) of clause 6-6.06 apply)
6-7.00	Loan and Rental of Halls
6-8.00	Payment of Salary
6-9.00	Verification of Furnaces
7-1.03	Procedure for Filling a Position which is Permanently Vacant or Newly Created
8-2.00	Workweek and Working Hours
8-3.00	Overtime
8-5.00	Health and Safety
8-6.00	Clothing and Uniforms
10-1.00	Printing of the Agreement
10-2.00	Appendices
10-3.00	Interpretation of Texts
10-4.00	Coming into Force of the Agreement
Appendix I	Hourly Salary Rates and Scales

- 2) The temporary employee hired for a specific position or for a predetermined period of over six (6) months and the employee who has worked at least six (6) months since his or her hiring or in the context of several immediately consecutive hirings<sup>1</sup> shall also be entitled to the following clauses or articles:

3-3.00	Union Leaves (only clauses 3-3.03 to 3-3.08 apply)
5-1.00	Special Leaves and Leaves for Family Reasons
5-3.00	Life, Health and Salary Insurance Plans (with the exception of paragraph B) of clause 5-3.32)
5-4.00	Parental Rights (according to the terms and conditions prescribed in Appendix XIII of the Agreement)
5-6.00	Vacation
5-7.02 a)	Organizational Professional Improvement
5-7.02 b)	Occupational Professional Improvement
7-7.00	Work Accidents and Occupational Diseases (with the exception of subparagraphs c) and d) of clause 7-7.03 and clauses 7-7.14 to 7-7.24)

The calculation of the six (6) months of time worked shall be interrupted during the periodic slowdown prescribed in article 7-2.00 and shall continue after that period.

- 3) The temporary employee whose period of employment exceeds the period determined in paragraph A) of clause 1-2.28 or, where applicable, exceeds the period agreed to with the Union in the context of paragraph A) shall obtain the status of regular employee. The Board shall then create a position<sup>2</sup> that it determines and the employee shall be automatically considered as a candidate for the position. His or her application shall be considered at the step prescribed in paragraph d) of clause 7-1.03. If the employee does not obtain the position concerned, he or she shall be laid off as soon as it is filled.
- 4) The Board may hire a substitute employee to replace an absent employee for the duration of the absence; the substitute employee shall be dismissed upon the return of the employee whom he or she replaced or if the position becomes permanently vacant or is abolished.
- 5) The fact that a temporary employee does not hold a position shall not exempt him or her from the application of paragraph c) of this clause when he or she is required to hold a part-time position.
- 6) In the case where the substitute employee obtains, in the context of article 7-1.00, the position of the employee he or she replaced without any interruption between the time of the replacement and the time when the position became permanently vacant, the probation period to become a regular employee shall be reduced by half if the time worked during the replacement period for the position is equal to at least fifty percent (50%) of the probation period referred to in clause 1-2.22.
- 7) The employee referred to in clauses 7-1.14 and 7-1.18 to 7-1.23 shall be entitled to the rights and benefits prescribed therein.
- 8) The temporary employee shall also be entitled to the grievance and arbitration procedure if he or she feels wronged with respect to the rights recognized under paragraph b) of this clause.

### c) Employees in a Part-time Position

When an employee holds a part-time position, the relevant provisions shall apply; however, whenever the provisions are applied in proportion to the regular hours remunerated, specific terms, if any, shall be prescribed in each article.

<sup>1</sup> Saturdays, Sundays, paid legal holidays, pedagogical days, the summer shutdown prescribed in subparagraph a) of clause 5-6.05, the period of cyclical slowdown of activities, a shutdown related to the Cree culture approved by the competent authority and any interruption of five (5) working days or less shall not constitute a work interruption.

<sup>2</sup> The position thus created is full-time, if the temporary employee was full-time. It is part-time if the temporary employee was part-time.

**d) Employees Working Within the Framework of Adult Education Courses**

Employees shall be entitled to the provisions of Appendix XVIII.

**e) Cafeteria Employees and Student Supervisors Working ten (10) Hours or Less a Week Respectively**

Employees shall be entitled to the provisions of Appendix XVIII.

**f) Employees Working in a Day Care Service Under the Aegis of a School Board**

Employees shall be entitled to the provisions of Appendix XVIII.

**2-1.02**

Subject to:

- a) the use of the services of a person in surplus within the meaning of his or her collective agreement or the document governing his or her working conditions, and
- b) the use of the services of trainees who are beneficiaries of the James Bay and Northern Québec Agreement.

a person receiving a salary from the Board, and to whom the Agreement does not apply, shall not normally perform the duties of an employee governed by the Agreement.

However, the use of the services of a person in surplus within the meaning of his or her collective agreement or the document governing his or her working conditions or the use of the services of trainees who are beneficiaries of the James Bay and Northern Québec Agreement cannot have the effect of laying off, placing in surplus or demoting an employee governed by the Agreement. Furthermore, the Board may not use the services of trainees who are beneficiaries of the James Bay and Northern Québec Agreement for the purpose of carrying out the duties of vacant positions at the Board.

**2-1.03**

The use of the services of a person who does not receive any salary from the Board cannot have the effect of reducing the number of hours or the abolition of a position held by a regular employee.

An internship program must take into account the following elements:

- the Board shall notify the Union in writing;
- the internship shall be carried out within the framework of a program of studies;
- the maximum duration of the internship must correspond to the duration of the internship prescribed by the educational institution in the program of studies;
- an employee shall participate in the planning of the duties and the evaluation of the trainee;
- the employee's participation shall be on a voluntary basis.

**2-2.00 RECOGNITION**

**2-2.01**

The Board shall recognize the Union as the only representative and agent of the employees covered by the Agreement regarding the application of matters concerning working conditions.

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

**2-2.02**

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

**2-2.03**

In order to be valid, any individual agreement concluded after the date of the coming into force of the Agreement between an employee and the Board concerning working conditions different from those prescribed in the agreement must receive the Union's approval in writing.

**2-2.04**

The negotiating parties agree to meet from time to time to discuss any question relating to the employees' working conditions and to adopt the appropriate solutions. Any solution accepted in writing by the negotiating parties may subtract from, add to, or alter any provision of the Agreement. However, to be applicable, any solution thus accepted must have the written agreement of the Board and the Union. These provisions must not be interpreted as constituting a revision of the Agreement which could lead to a dispute as defined in the *Labour Code* (R.S.Q., c. C-27).

**2-2.05**

The Board and the Union shall recognize the right of the negotiating parties to deal with questions relating to the interpretation and application of the Agreement. Moreover, the Board and the Union shall recognize the right of the negotiating parties to decide on the interpretation of the Agreement; the decision shall apply only with the written consent of the Board and the Union.

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

The CPNCSC, the Centrale des syndicats du Québec (CSQ) and the Fédération du personnel de soutien scolaire (FPSS) shall not be entitled to the grievance or arbitration procedures unless stipulated otherwise.



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

The Union may appoint one (1) employee per work establishment as a union delegate<sup>1</sup> whose duties shall consist in meeting with any employee of the same building who has a problem regarding his or her working conditions which may give rise to a grievance and to accompany the employee to a meeting with his or her immediate superior, as prescribed in clause 9-1.01.

For this purpose, the Board shall authorize, for a valid reason, the delegate and the employee concerned to temporarily interrupt their work without loss of salary including applicable premiums, if any, or reimbursement. The request for the leave must indicate the probable duration of their absence.

**3-1.02**

However, in the case where, in the same building, there are three (3) or fewer employees in a bargaining unit, the Union may appoint a delegate for more than one building included in its jurisdiction, which must not exceed a radius of one point six (1.6) kilometres.

**3-1.03**

The Union may also appoint, from among the employees, a substitute for each union delegate.

**Union Representative****3-1.04**

The Union may appoint, from among and on behalf of all employees who are members of the Union, a maximum of three (3) union representatives.

**3-1.05**

The duties of the union representative shall consist in assisting an employee, once a grievance has been formulated, to obtain, where applicable, the information necessary for the meeting prescribed in subparagraph a) of clause 9-1.03, to represent an employee during such a meeting and to represent the employees on the Labour Relations Committee.

However, the union representatives on the Labour Relations Committee may be employees other than those designated in clause 3-1.04.

Except for the Labour Relations Committee and for the meeting prescribed in paragraph a) of clause 9-1.03, only one representative at a time may, in the performance of his or her duties, temporarily interrupt his or her work for a limited time without loss of salary including applicable premiums, if any, or reimbursement after having obtained permission from his or her immediate superior. Permission cannot be refused without a valid reason.

**3-1.06**

When the union delegate or his or her substitute is unable to act or is absent, a union representative may be absent from work after having obtained permission from his or her immediate superior and having indicated the probable length of his or her absence to accompany an employee to the meeting prescribed in clause 9-1.01. Permission cannot be refused without a valid reason.

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<sup>1</sup> For the community of Chisasibi, Voyageur Memorial School in Mistissini and the Board's head office, the Union may designate two (2) employees as union delegates.

**3-1.07**

Within fifteen (15) days of their appointment, the Union shall inform the Board of the names of its delegates and representatives, their duties and the name of the committee prescribed or set up under the Agreement and of which they are members. Subsequently, the Union shall inform the Board of any change.

**3-1.08**

Nothing in the Agreement shall prevent the union representative from being accompanied by a union adviser in his or her dealings with the Board or its representatives under clause 3-1.05. However, the Board or its representatives must be advised of the presence of the union adviser prior to the meeting.

**3-2.00 MEETINGS OF JOINT COMMITTEES****3-2.01**

Any union representative appointed to a joint committee prescribed in the Agreement may be absent from work without loss of salary including applicable premiums, if any, or reimbursement in order to attend the meetings of the committee or to carry out work required by the parties to this committee.

**3-2.02**

Any union representative appointed to a joint committee not prescribed in the Agreement, but the establishment of which is approved by the Board and the Union or by the negotiating parties, may be absent from work without loss of salary including applicable premiums, if any, or reimbursement in order to attend the meetings of the committee or to carry out work required by the parties to the committee.

**3-2.03**

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

**3-2.04**

In order to benefit from clause 3-2.01 or 3-2.02, the union representative must give a prior written notice to his or her immediate superior. Barring uncontrollable circumstances, the notice shall be of two (2) working days. After having notified the immediate superior, the Union must forward a written notice to the same effect to the Department of Human Resources of the Board within five (5) days of the absence. Such a written notice must state that the absence is required under this clause and must specify the reason for the absence.

**3-2.05**

The meetings of the joint committee shall normally be held during working hours at times agreed to by the parties to the committee.

**3-3.00 UNION LEAVES****3-3.01**

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

At the Union's written request sent to the competent authority at least fifteen (15) days in advance, the Board shall release an employee for union activities on a part-time basis for an uninterrupted period from one (1) to twelve (12) months, subject to the terms and conditions to be agreed upon between the Board and the Union.

### **3-3.02**

The employee or the Union must notify the competent authority at least fifteen (15) days before an employee's return to work. Upon his or her return to work, the employee shall resume the position he or she held before his or her departure, subject to article 7-3.00. In the case of an extension of a twelve (12)-month leave and subject to article 7-3.00, the employee shall resume his or her position.

In the case where the position that the released employee held before his or her departure is affected by a reduction of personnel, article 7-3.00 shall apply to the released employee at the time when his or her position is affected.

### **3-3.03**

At the Union's written request sent to the competent authority at least two (2) working days before the date of the beginning of the absence, the Board shall release an employee for internal union activities. However, if the employee has already been released for twenty (20) workdays for the current fiscal year, the Board shall authorize one (1) day of absence per week or the equivalent if the needs of the department permit.

### **3-3.04**

At the Union's written request sent to the competent authority at least two (2) working days before the beginning of their absence, the Board shall release the official delegates designated by the Union to attend various official meetings of the union executive.

The leaves granted under this clause shall not be deductible from the twenty (20) days prescribed in clause 3-3.03.

### **3-3.05**

In the case of absences granted under this article, the employees' salary and fringe benefits shall be maintained, subject to the reimbursement by the Union to the Board of the salary in all cases, and of the salary and cost to the Board of the fringe benefits in the case of an employee released under clause 3-3.01.

### **3-3.06**

The reimbursement prescribed in clause 3-3.05 shall be made within thirty (30) days after the Board forwards to the Union a statement indicating the names of the absent employees, the duration of their absence and the amounts owing.

### **3-3.07**

An employee released under this article shall maintain the rights and privileges conferred on him or her by the Agreement.

### **3-3.08**

Notwithstanding the provisions of clause 3-3.05, the union representative accompanied by the plaintiff shall be released from their work to attend arbitration sessions without loss of salary including applicable premiums, if any, or reimbursement. Moreover, witnesses shall be released from their work for the time deemed necessary by the arbitrator, without loss of salary including applicable premiums, if any, or reimbursement. In the case of a collective grievance, only one plaintiff shall be released without loss of salary including applicable premiums, if any, or reimbursement.

In order to benefit from this clause, the employee concerned must give a prior notice to his or her immediate superior. Barring uncontrollable circumstances, the notice must be of ten (10) working days. Within this time period, the Union must forward a written notice to the same effect to the Department of Human Resources of the Board. The written notice must state that the absence is required under this clause and must specify the reason for the absence.

### **3-3.09**

In the case where the provincial negotiating parties meet in the context of clauses 2-2.02, 2-2.04, 6-1.13 and 6-1.14, the employees designated by the Union according to the number agreed to by the negotiating parties shall be released without loss of salary or reimbursement to attend the meetings.

### **3-3.10**

Six (6) months before the date prescribed by law for the beginning of negotiations, the negotiating parties shall set up a committee. The role of the committee shall be to study and determine the terms and conditions for the leaves of absence, salary and reimbursement, if need be, applicable to the authorized union agents to prepare and negotiate the next collective agreement.

## **3-4.00 POSTING AND DISTRIBUTION**

### **3-4.01**

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

### **3-4.02**

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

### **3-4.03**

The Union may distribute any document of a union or professional nature to each employee in the workplace but outside the working hours during which an employee performs his or her work.

The Union may place any document of a union or professional nature in the employees' mailboxes, if available.

### **3-4.04**

The Union may benefit from the internal mail or electronic mail service already set up by the Board within its territory. This service shall be provided free of charge to the Union as long as the Board does not incur additional costs as a result of the use of this service by the Union; if this is not the case, the Union must then pay the Board the additional costs incurred as a result of the use of the internal mail service. The Union shall respect the time limits and procedures of such a service.

The Union shall release the Board of any civil responsibility for any problem which it may encounter and which arises from the use of the internal mail service of the Board.

At the request of a Union representative, the Board shall allow the use of the following equipment if it is available and not being used by Board or school personnel:

- typewriters;
- photocopiers;
- audiovisual equipment;

- electronic transmission equipment;
- telephone equipment;
- computers and peripherals, excluding those used in administration.

It shall be up to the Union to provide any consumable supplies required for the use of such equipment.

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

#### **3-5.01**

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

#### **3-5.02**

Following agreement with the Board or its designated representative, an employee who must usually work during a meeting of the Union may be absent from work to attend the meeting, on the condition that he or she make up the hours during which he or she was absent, in addition to the number of hours of his or her regular workweek or of his or her regular workday or outside the hours prescribed in his or her work schedule. An employee shall not be entitled to any additional remuneration on this account.

#### **3-5.03**

Moreover, when, at the request of the Board or the competent authority mandated by it or with its express approval, a union meeting involving employees is held during working hours, the employees may attend the meeting without loss of salary including applicable premiums, if any, or reimbursement for the duration of the meeting.

#### **3-5.04**

At the Union's written request, the Board shall provide free of charge, if available, a suitable room in one of its buildings for the union meetings of the members of the bargaining unit. The Board must receive the request two (2) working days in advance. It shall be the Union's responsibility to see that the room used is left in the condition in which it was found. If the room thus used by the Union is not left in the condition in which it was found, the Board shall bill the Union for the actual costs incurred for cleaning the room thus used.

#### **3-5.05**

The Board shall provide the Union with an available room, if any, for a secretariat, according to the terms and conditions agreed to between the Board and the Union.

The Board may withdraw the use of such a room for administrative or pedagogical needs provided it send the Union a fifteen (15)-day notice. In this case, the Board shall provide another available room, if any, according to the terms and conditions agreed to between the Board and the Union, which must not be more onerous in general to the Union than those which were in force prior to the withdrawal of the room.

### **3-6.00 UNION DUES**

#### **3-6.01**

The Board shall deduct an amount equal to the regular dues established by union by-law or resolution from each employee's pay. In the case of an employee hired after the date of the coming into force of the Agreement, the Board shall deduct the said regular dues as well as the membership fee as of the first pay period.

**3-6.02**

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

**3-6.03**

The Board shall deduct from the employee's salary an amount equal to the special dues set by the Union provided that it has received a minimum sixty (60)-day notice. The terms and conditions for the deduction of the dues must first be agreed upon by the Board and the Union.

**3-6.04**

Each month, the Board shall transfer to the Union, or a representative designated by it, the dues collected during the preceding month as well as the list of the contributing employees' names and shall indicate for each of them:

- the total salary paid;
- the amount deducted as union dues.

**3-6.05**

The Union shall assume the case of the Board and shall indemnify it against any claim that could be made by one or more employees regarding deductions from their salary under this article.

**3-7.00      UNION SECURITY****3-7.01**

The employees who are members of the Union on the date of the coming into force of the Agreement, and those who become members thereafter, must so remain.

**3-7.02**

The employee who is hired after the date of the coming into force of the Agreement must become a member of the Union.

**3-7.03**

For the purpose of applying this article, the Board shall give to the employee who is hired after the date of the coming into force of the Agreement an application form for membership in the Union under the union security provisions prescribed above. The employee shall complete the form and shall return it to the Union through the Board. The Union shall provide the Board with the said forms (Appendix VI).

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

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

- a) his or her surname and given name;
- b) his or her status of employment;
- c) his or her department;
- d) the position held;
- e) the class of employment and step, where applicable;
- f) the salary and the premiums paid to him or her;
- g) the fact that he or she is on a leave with or without salary;

- h) his or her address;
- i) his or her employee number;
- j) his or her date of birth;
- k) his or her telephone number.

The Board may agree with the Union to provide it with additional information or documentation which could be required for the application of the Agreement, notably with respect to overtime.

### **3-8.02**

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

### **3-8.03**

Within thirty (30) days of publication, the Board shall send the Union a copy of all documents dealing with the application of the Agreement and addressed directly or through the immediate superior to a group of employees or to all the employees.

### **3-8.04**

Within thirty (30) days of publication, the Board shall forward to the Union a copy of all by-laws or resolutions concerning an employee, a group of employees or all employees.

**CHAPTER 4-0.00                      LABOUR RELATIONS COMMITTEE, INFORMATION AND PARTICIPATION IN THE LOCAL COMMITTEE (STUDENTS WITH HANDICAPS, SOCIAL MALADJUSTMENT OR LEARNING DISABILITIES)**

**4-1.00              LABOUR RELATIONS COMMITTEE**

**4-1.01**

Within thirty (30) days of the written request of the Board or Union, the parties shall form an advisory committee called the "Labour Relations Committee".

**4-1.02**

This committee shall have equal representation and shall consist of a maximum of three (3) union representatives and three (3) board representatives; the fact that a party on the committee designates fewer than three (3) representatives shall not limit the number of representatives to which the other party is entitled under this clause, it being specified that each party shall have only one vote.

**4-1.03**

The committee shall establish its rules of procedure and shall determine the frequency of its meetings.

**4-1.04**

The committee shall study, at the request of either party, any question relating to the employees' working conditions and any other matter specifically referred to under the Agreement.

The committee may submit recommendations to the Board on matters within its competence. A copy of every recommendation shall be forwarded to the Union at the same time.

**4-1.05**

At a subsequent meeting of the Labour Relations Committee, the union representatives may ask the board representatives to explain a decision of the Board regarding a subject which was previously discussed by the Labour Relations Committee and any other decision concerning or affecting the employees.

**4-1.06**

When a meeting of the Labour Relations Committee is held, the Board shall pay, upon a request of the Union to this effect at least five (5) workdays in advance and according to the Board's policy in effect, half the transportation costs of the union representatives incurred to attend the meeting of the said committee on the condition that these transportation costs be incurred between the place of assignment of a union representative on the said committee and the place where the committee meeting is held.

However, the Board shall reimburse only half of the said transportation costs for a maximum of three (3) meetings of the Labour Relations Committee per fiscal year.

**4-2.00              INFORMATION**

**4-2.01**

When needed, the Board shall provide the employees with information regarding the policies and major orientations which concern them.



**4-2.02**

Within sixty (60) days of the coming into force of the Agreement, the Board shall send the Union a copy of the organization chart in effect.

**4-3.00 PARTICIPATION IN THE LOCAL COMMITTEE (STUDENTS WITH HANDICAPS, SOCIAL MALADJUSTMENT OR LEARNING DISABILITIES)****4-3.01**

An employee, in the class of employment of specialized education technician or in the class of employment of interpreter-technician, who is responsible for a student with a handicap, social maladjustment or learning disability, shall take part in the meetings of the Local Committee that is created in order to study or monitor the student's case. Such participation is subject to the following conditions:

- the case of the student concerned is on the agenda of the committee's meeting, in particular for the establishment or review of the individualized education plan;
- the committee requests his or her presence.

Notwithstanding the aforementioned, any employee can take part in a committee meeting upon invitation from the school principal or vice-principal.

**CHAPTER 5-0.00 SOCIAL SECURITY****5-1.00 SPECIAL LEAVES AND LEAVES FOR FAMILY REASONS****Special Leaves****5-1.01**

The Board shall grant every employee the following special leaves without loss of salary including applicable premiums, if any, to take into account the particular situations below:

- a) his or her marriage or civil union: seven (7) consecutive days, working days or not, including the day of the wedding or civil union;
- b) the marriage or civil union of his or her father, mother, brother, sister or child: the day of the event;
- c) the death of his or her spouse<sup>1</sup>, child<sup>1</sup> or spouse's child<sup>1</sup> living with the employee: seven (7) consecutive days, working days or not, including the day of the funeral;
- d) the death of his or her father, mother, brother or sister: five (5) consecutive days, working days or not, including the day of the funeral;
- e) the death of his or her father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, granddaughter or grandson: three (3) consecutive days, working days or not, including the day of the funeral; however, the leave is extended to five (5) days if the grandfather or grandmother was permanently residing with the employee in one of the Cree communities;
- f) moving: the moving day; however, an employee shall not be entitled to more than one (1) day off per year for this purpose;
- g) a maximum of three (3) working days per year to cover the following events considered as acts of God: disaster, fire or flood which oblige an employee to be absent from work or any other personal reason which obliges the employee to be absent from work.

In the cases prescribed in paragraphs c), d) and e), the obligation that the leave include the day of the funeral shall not apply if the employee is unable to leave his or her place of assignment due to inaccessible transportation. In this case, the employee shall leave his or her place of assignment as soon as transportation becomes available and the leave shall begin as of the date of the employee's departure from his or her place of assignment.

**5-1.02**

Subject to the second subparagraph of clause 5-1.01, the employee shall be entitled to a leave without loss of salary including applicable premiums, if any, in the cases referred to in paragraphs c), d) and e) of clause 5-1.01, only if he or she attends the funeral of the deceased. If he or she attends the funeral and if it takes place at a distance greater than two hundred and forty (240) kilometres from the employee's place of residence, the latter shall be entitled to one (1) additional day and to two (2) additional days if he or she attends the funeral and if it takes place at a distance greater than four hundred and eighty (480) kilometres from his or her place of residence.

If the employee attends the funeral and if it takes place in one of the Cree communities, he or she shall be entitled to two (2) additional days instead of the additional days prescribed above; if the employee is assigned to one of the Cree communities and if the funeral takes place outside this community and if he or she attends it, he or she shall also be entitled to two (2) additional days instead of the additional days prescribed above.

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<sup>1</sup> Within the meaning of clause 5-3.02

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

- as regards paragraph c) of clause 5-1.01: six (6) consecutive days, working days or not, including the day of the funeral, plus one (1) additional day to attend any other service following the funeral;
- as regards paragraph d) of clause 5-1.01: four (4) consecutive days, working days or not, including the day of the funeral, plus one (1) additional day to attend any other service following the funeral;
- as regards paragraph e) of clause 5-1.01: two (2) consecutive days, working days or not, including the day of the funeral, plus one (1) additional day to attend any other service following the funeral.

#### **5-1.03**

In all cases, the employee must notify his or her immediate superior (except for acts of God) and produce, upon written request, the proof, whenever possible, or the attestation of these facts including a summary description of the event if it involves an act of God prescribed in paragraph g) of clause 5-1.01.

#### **5-1.04**

An employee called to act as a juror or as a witness in a case to which he or she is not a party shall be entitled to a leave of absence without loss of salary including applicable premiums, if any. However, he or she must give the Board, when he or she receives it, the monetary compensation paid to him or her for services as a juror or a witness.

#### **5-1.05**

In addition, the Board shall, when requested, allow an employee to be absent without loss of salary including applicable premiums, if any, during the time when:

- a) the employee sits for official entrance or achievement examinations in an educational institution recognized by the Ministère;
- b) the employee, by order of the Public Health Board, is placed in quarantine in his or her dwelling as a result of a contagious disease affecting a person living in the same dwelling;
- c) the employee, at the specific request of the Board, undergoes a medical examination in addition to that required by law.

#### **5-1.06**

The Board may also allow an employee to be absent without loss of salary including applicable premiums, if any, for any other reason not prescribed in this article that it deems valid.

#### **5-1.07**

Within forty-five (45) days of the coming into force of the Agreement, the Board shall establish, after consulting the Union, a policy applicable to all categories of personnel concerning building closures during inclement weather.

In the context of the preceding provisions, the Board shall ensure that all groups of employees at the Board are treated in an equitable and comparable manner.

Such a policy must provide specific methods of compensation for the employee required to report to work when the group of employees to which he or she belongs is not required to do so.

**5-1.08**

The employee may be absent from work up to a maximum of ten (10) days each year to fulfill his or her obligations related to the care, health or education of his or her child, or of the child of his or her spouse, or due to the state of the health of his or her spouse, father, mother, brother, sister or one of his or her grandparents.

These days are taken from the employee's annual bank of sick-leave days up to a maximum of six (6) days and the other days are without salary. The days used are also without salary when the bank of sick-leave days is empty.

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

**Leaves for Family Reasons****5-1.09**

The Board shall allow an employee a leave of absence without salary for the reasons prescribed in sections 79.8 to 79.12 of the *Act respecting labour standards* (R.S.Q., c. N-1.1) and in accordance with sections 79.13 to 79.16 of said Act.

**5-1.10**

The employee must inform the Board of the reason for the leave as soon as possible and provide documents to justify a leave.

**5-1.11**

During the leave of absence without salary provided for under clause 5-1.09, the employee shall accumulate seniority, experience and shall continue to participate in the applicable basic health insurance plan by paying his or her share of the premiums. The employee may continue to participate in the other applicable complementary insurance plans by so requesting at the beginning of the leave and by paying the total amount of the premiums, plus tax, where applicable.

**5-1.12**

Upon the termination of the leave of absence without salary provided for under clause 5-1.09, the employee shall be reinstated in his or her position or, when applicable, in a position he or she would have obtained in accordance with the provisions of the Agreement. If the position has been abolished, or in the event of a displacement, the employee shall be entitled to the benefits he or she would have received had he or she been at work.

Similarly, an employee who is returning from a leave of absence without salary and who does not have a position shall be reinstated in the position he or she had at the time of departure if the expected duration of this assignment exceeds the end of the leave. If the assignment has ended, the employee shall be entitled to any other assignment in accordance with the provisions of the Agreement.

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

During each fiscal year, employees shall be entitled to thirteen (13) guaranteed paid legal holidays without loss of salary including applicable premiums, if any.

An employee who holds a part-time position shall be entitled to the paid legal holidays proportionately to his or her regular workweek compared to the duration of the regular workweek. The Board and the Union shall agree on the terms and conditions for applying this paragraph.

**5-2.02**

The days are listed hereinafter. However, before July 1 of each year, after agreement with the Union, the distribution of the paid legal holidays may be modified.

- New Year's Day
- January 2
- Good Friday
- Easter Monday
- Monday Preceding May 25
- Fête nationale des Québécois
- Canada Day
- Labour Day
- Thanksgiving
- Christmas Eve
- Christmas Day
- Boxing Day
- One (1) movable day

The Board shall set the movable day before April 1 of each school year, after consultation with the Labour Relations Committee.

**5-2.03**

If a paid legal holiday falls on a Saturday or a Sunday, the day off shall be set on the preceding or following working day, after consultation with the Union.

**5-2.04**

The employee whose weekly day off falls on a paid legal holiday shall receive, as a replacement, a leave of absence of an equal duration taken at a time suitable to both the employee and the Board.

Should one (1) or more paid legal holidays coincide with an employee's vacation period, it shall be extended for an equal duration.

**5-2.05**

November 11, or anniversary of the signing of the James Bay and Northern Québec Agreement, is a paid legal holiday. The Board and the Union may agree to defer the paid legal holiday.

Furthermore, a day chosen by the Board between Christmas and New Year's Day shall be a paid holiday. However, if all the workdays between Christmas and New Year's Day are paid legal holidays under the Agreement, the additional day off shall not apply.

**5-2.06**

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

**5-3.00 LIFE, HEALTH AND SALARY INSURANCE PLANS****General Provisions****5-3.01**

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

- a) any employee who holds a full-time position as of the coming into force of the plans described hereinafter, if he or she is in service on that date, if not, as of his or her entry into service;  
  
the Board shall pay its full contribution for the employee;
- b) any employee who holds a part-time position as of the coming into force of the plans described hereinafter, if he or she is in service on that date, if not, as of his or her entry into service; in this case, the Board shall pay half of the contribution which would be payable for an employee referred to in paragraph a), the employee paying the remainder of the Board's contribution in addition to his or her own contribution;
- c) the temporary employee referred to in subparagraph 2) of paragraph b) of clause 2-1.01.

The employee who is temporarily assigned by the Board to a position not covered by the certificate of accreditation shall continue to benefit from this article for the duration of the assignment.

**5-3.02**

For the purpose of this article, the word "dependent" means the employee's spouse or dependent child. Dependent child is defined as follows: a child of an employee, of his or her spouse or of both or a child living with the employee for whom adoption procedures have been undertaken, who is neither married nor joined in civil union and is living or domiciled in Canada, who depends on the employee for his or her financial support and who is under eighteen (18) years of age; every such child under twenty-five (25) years of age who is a duly registered student attending a recognized institution of learning on a full-time basis or a child of any age who became totally disabled before reaching his or her eighteenth (18<sup>th</sup>) birthday or before reaching his or her twenty-sixth (26<sup>th</sup>) birthday, if he or she was a duly registered student attending a recognized institution of learning on a full-time basis and has remained continuously disabled ever since.

**5-3.03**

The word "disability" means any state of incapacity resulting from an illness, including a surgical procedure directly related to family planning, an organ donation or a bone marrow without remuneration, an accident subject to article 7-7.00 or an absence prescribed in clauses 5-4.20 and 5-4.21, which requires medical care and which renders the employee 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.

**5-3.04**

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

**5-3.05**

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

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

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

#### **5-3.06**

The provisions of the life insurance plan contained in the former Agreement shall remain in force until the date of the coming into force of the Agreement.

The provisions of the health insurance plan contained in the former Agreement shall continue to apply until the date set by the Insurance Committee of the Centrale.

The provisions of the salary insurance plan described in article 5-3.00 of the former Agreement shall continue to apply until the date of the coming into force of the Agreement.

#### **5-3.07**

The new life insurance plan shall come into force on the date of the coming into force of the Agreement.

The new health insurance plan shall come into force on the date set by the Insurance Committee of the Centrale.

The new salary insurance plan shall apply as of the date of the coming into force of the Agreement.

#### **5-3.08**

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 in the case of a registered plan shall be the exclusive property of the Board.

### **Insurance Committee of the Centrale**

#### **5-3.09**

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.

#### **5-3.10**

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

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

#### **5-3.11**

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 an insurer, the Insurance Committee of the Centrale may request bids or proceed according to any other method that it determines.

**5-3.12**

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.

**5-3.13**

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

**5-3.14**

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 sixty (60) days in advance.

**5-3.15**

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 fifty-second (52<sup>nd</sup>) consecutive week of total disability.

**5-3.16**

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

**5-3.17**

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 cover increases in the rates of premiums, to improve existing plans, to be repaid directly to the participants by the insurer according to the formula determined by the committee, or to grant a waiver of premiums. In this latter case, the waiver must be for at least four (4) months and it must either be effective as of January 1 or end on December 31. The waiver must be preceded by a notice of at least sixty (60) days to the Board.

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

**5-3.18**

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 additional useful and relevant statements or statistics which may be requested by the Fédération des commissions scolaires du Québec or the Ministère concerning the basic health insurance plan.



## **Intervention of the Board**

### **5-3.19**

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

- informing new employees;
- registering new employees;
- forwarding to the insurer the application forms and the pertinent information required by the insurer to maintain the participant's file up-to-date;
- deducting the premium from the employee's salary;
- forwarding the deducted premiums to the insurer;
- providing employees with the forms required for participation in the plan, claims and benefits or other forms supplied by the insurer;
- conveying information normally required of the employer by the insurer for settling certain compensations;
- forwarding to the insurer the names of employees who have indicated to the Board that they intend to retire.

### **5-3.20**

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

## **Complementary Insurance Plans to Which the Board Does Not Contribute**

### **5-3.21**

- A) The Insurance Committee of the Centrale shall determine the provisions of no more than three (3) complementary personal insurance plans. The cost of the plans shall be borne entirely by the participants.
- B) Every policy must include, among others, the following stipulations:
  - 1) the provisions of paragraphs b) to k) of clause 5-3.31;
  - 2) the participation of a new employee eligible for a complementary plan shall take effect within thirty (30) days of the request, if it is made within thirty (30) days of the date on which the employee assumes his or her duties;
  - 3) if the request is made thirty (30) days after he or she assumes his or her duties, the participation of a new employee eligible for a complementary plan shall take effect on the first day of the complete pay period following the date on which the Board received the notice of acceptance from the insurer.

- C) 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:
- 1) the personal insurance policies and the resulting administrative measures for boards are maintained;
  - 2) any modification to any one of the plans or policies must be made under the provisions concerning the provincial complementary plans by adapting them accordingly;
  - 3) 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 sixty (60) days before it comes into force.

### **Life Insurance Plan**

#### **5-3.22**

Each employee shall benefit, without contribution on his or her part, from an amount of life insurance equal to six thousand four hundred dollars (\$6 400).

#### **5-3.23**

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

### **Basic Health Insurance Plan**

#### **5-3.24**

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

#### **5-3.25**

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

#### **5-3.26**

The Board's contribution to the health insurance plan on behalf of each employee cannot exceed the least of the following amounts:

- 1) in the case of a participant insured for himself or herself and his or her dependents: one hundred and three dollars and ninety-five cents (\$103.95) per year plus tax, where applicable;
- 2) in the case of an individually insured participant: forty-one dollars and sixty cents (\$41.60) per year plus tax, where applicable;
- 3) double the contribution paid by the participant for the benefits prescribed by the health insurance plan.

#### **5-3.27**

In the event that the Québec Health Insurance Plan is extended to cover drugs, the amounts prescribed in clause 5-3.26 shall be reduced by two thirds (2/3) of the yearly costs of the prescription drug benefits included in this plan.

**5-3.28**

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

**5-3.29**

Participation in the health insurance plan shall be compulsory, but an employee 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 establish that he or she and his or her dependents are insured under a group insurance plan affording similar benefits.

Notwithstanding the foregoing, the participation of an employee whose regular workweek is less than twenty-five percent (25%) of the regular workweek of the full-time employee shall not be covered by the health insurance plan.

An employee on a leave without salary shall remain covered by the health insurance plan and must pay the total amount of the premiums due including the Board's share, plus tax, where applicable.

**5-3.30**

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

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 of any other plan offering similar coverage.

When an employee submits his or her request to the insurer within thirty (30) days of the date on which his or her insurance coverage is terminated, having obtained an exemption, the insurance plan shall take effect on the date on which his or her coverage is terminated. If the request is submitted thirty (30) days after the coverage is terminated, the insurance plan shall take effect on the first day of the pay period following the date on which the request is received by the insurer.

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

**5-3.31**

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 that neither the factors of the retention formula nor the rates 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 amount according to the predetermined retention formula;
- d) the premium for a pay period shall be computed on the basis of the rate applicable to the participant on the first day of this period;
- e) no premium shall be payable for a pay period on the first day of which the employee is not a participant; also, the premium shall be payable in full for a pay period during which the employee ceases to be a participant;
- f) the insurer must also forward to the Ministère and the Fédération des commissions scolaires du Québec a copy of every notice of a general nature sent to the boards or the insured;

- g) the insurer shall be responsible for the keeping of files, analyses and claim settlements;
- h) the insurer shall provide the Insurance Committee of the Centrale with a detailed statement of all operations carried out under the policy as well as the reports, various statistics and any information which may be required to test the accuracy of the retention calculation;
- i) any modification to the coverage and the resulting deduction at source for an employee already in the employ of the Board, following the birth or adoption of a first child or a change in status, shall come into force on the date of the event if the request is made to the insurer within thirty (30) days of the event. Should a modification to the basic health insurance coverage be made thirty (30) days after the event, the modification shall take effect on the first day of the pay period following the date on which the request is received by the insurer;
- j) if it is accepted by the insurer, any other modification concerning the coverage and the resulting deduction at source for any employee already in the employ of the Board shall take effect on the first day of the complete pay period following the date on which the Board received the notice of acceptance from the insurer;
- k) the definitions of spouse and dependent child are identical to those found in clauses 1-2.11 and 5-3.02 of the Agreement.

### Salary Insurance Plan

#### 5-3.32

- A) Under this article and subject to article 7-7.00, an employee shall be entitled, for every period of disability during which he or she is absent from work, to:
  - 1) up to the lesser of the number of sick-leave days accumulated to his or her credit or of five (5) workdays: the payment of a benefit equal to the salary he or she would have received had he or she been at work;
  - 2) upon termination of the payment of the benefit prescribed in subparagraph 1), if applicable, but in no event before the expiry of a waiting period of five (5) workdays from the beginning of the period of disability and for a period of up to fifty-two (52) weeks from the beginning of the period of disability: the payment of a benefit equal to eighty-five percent (85%) of the salary he or she would have received had he or she been at work;
  - 3) upon the expiry of the abovementioned period of fifty-two (52) weeks and for a further period of up to fifty-two (52) weeks: the payment of a benefit equal to sixty-six and two thirds percent (66 2/3%) of the salary he or she would have received had he or she been at work.

The salary of the employee for the purpose of calculating a benefit shall be the salary rate he or she would receive if he or she were at work.

For the purposes of applying this clause, the salary includes the premiums for regional disparities prescribed in article 6-6.00.

For the employee who holds a part-time position, the waiting period shall be calculated only on the basis of his or her workdays without extending the maximum period of one hundred and four (104) weeks of benefits.

- B) During a disability period, the Board and a regular employee who has been absent for at least twelve (12) weeks may agree to a return to work on a gradual basis. In this case:
  - 1) the Board and the employee accompanied by his or her union delegate or representative, if he or she so desires, shall establish the period during which the employee will return to work on a gradual basis, which shall not exceed twelve (12) weeks and shall determine the time during which the employee must work;
  - 2) during this period, the employee is still considered on a disability leave, even if he or she is working;

- 3) while at work, the employee must be able to perform all of his or her usual duties and functions according to the proportion agreed to;
- 4) the employee must provide a medical certificate from his or her attending physician attesting that he or she may return to work on a gradual basis;
- 5) the period of gradual return to work must be immediately followed by the employee's return to work for the duration of his or her regular workweek;
- 6) the preceding provisions shall not have the effect of extending the maximum period of one hundred and four (104) weeks of benefits.

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

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

Upon the termination of the period initially set for the gradual return, if the employee is unable to return to work for the duration of his or her regular workweek, the Board and the employee may agree on another period of gradual return while respecting the other conditions prescribed in this clause; failing agreement, the employee shall definitely resume his or her work for the duration of his or her regular workweek or shall continue his or her disability period.

### 5-3.33

As long as benefits remain payable, including the waiting period, if any, the disabled employee shall continue to participate in the Government and Public Employees Retirement Plan (RREGOP) or, if applicable, in the Teachers Pension Plan (TPP), or the Civil Service Superannuation Plan (CSSP) and to avail himself or herself of the insurance plans. However, he or she must pay the required contributions, except that, upon termination of the payment of the benefit prescribed in subparagraph 1) of paragraph A) of clause 5-3.32, he or she shall benefit from a waiver of his or her contributions to the pension plan without losing his or her rights. Provisions relating to the waiver of contributions shall form an integral part of the pension plan provisions and the resulting cost shall be shared in the same manner as that of any other benefit.

The Board may not dismiss an employee for the sole reason of his or her physical or mental impairment as long as the latter can receive benefits as a result of the application of clause 5-3.32 or of article 7-7.00. However, the fact that an employee does not avail himself or herself of clause 5-3.44 or 5-3.45 cannot prevent the Board from dismissing the employee.

### 5-3.34

The benefits paid under clause 5-3.32 are reduced by the initial amount of any basic disability benefit paid to an employee under a federal or provincial law, except those paid under the *Employment Insurance Act* (S.C. 1996, c. 23), regardless of subsequent increases in basic benefits arising from indexation.

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

The Board shall deduct one tenth (1/10) of a day from the bank of sick-leave days per day used under subparagraph 1) of paragraph A) of clause 5-3.32 in the case of the employee who receives benefits from the Société de l'assurance automobile du Québec.

As of the sixty-first (61<sup>st</sup>) day from the beginning of a disability, the employee considered eligible for disability benefits under a federal or provincial law, with the exception of the *Employment Insurance Act* (S.C. 1996, c. 23), must, at the Board's written request, along with the appropriate forms, request the benefits from the organization concerned and honour all obligations ensuing from such a request. However, the benefits prescribed in clause 5-3.32 shall be reduced only when the employee is recognized as eligible and effectively begins to receive the benefits prescribed by law. In the case where a benefit prescribed under a law is granted retroactively to the first day of disability, the employee shall undertake to reimburse the Board, where applicable, for the portion of the benefit prescribed under clause 5-3.32 as a result of the application of the first paragraph of this clause.

Every employee who receives a disability benefit paid under a federal or provincial law, with the exception of the *Employment Insurance Act* (S.C. 1996, c. 23), must, in order to be entitled to his or her salary insurance benefits under clause 5-3.32, notify the Board of the amount of the weekly disability benefits 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 insurance plan under which he or she receives benefits.

#### **5-3.35**

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

#### **5-3.36**

No benefit shall be paid during a strike or lockout except for a period of disability that began before and for which the employee has provided the Board with a medical certificate. 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 5-3.32 shall begin on the date of the employee's return to work.

#### **5-3.37**

Benefits payable as sick-leave days or under the salary insurance plan shall be made directly by the Board, subject, however, to the employee providing the supporting documents as required in clause 5-3.38.

#### **5-3.38**

The Board may require that the employee who is absent because of disability provide a written certificate for absences of less than four (4) days or a medical certificate attesting to the nature and duration of the disability. However, the cost of such a certificate shall be borne by the Board if the employee is absent for less than four (4) days. The Board may also require the employee concerned to submit to an examination in connection with any absence. The cost of the examination as well as the employee's transportation costs when the examination requires him or her to travel more than forty-five (45) kilometres from his or her usual place of work as defined in clause 7-3.20 shall be borne by the Board.

Upon the employee's return to work, 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 employee's transportation costs when the examination requires him or her to travel more than forty-five (45) kilometres from his or her usual place of work as defined in clause 7-3.20 shall be borne by the Board. If, in this case, the opinion of the physician chosen by the Board differs from the employee's physician, the Board and the Union shall, within thirty (30) days of their cognizance of the disagreement, agree on the choice of a third physician. Failing agreement within the said time limit, the Board's physician and the employee's physician shall agree on the choice of a third physician as soon as possible.

The third physician, without restricting the scope of his or her mandate and fully observing the code of ethics, shall take into account the opinions of the two physicians and his or her decision cannot be appealed.

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

**5-3.39**

When payment of benefits is refused by reason of presumed nonexistence or termination of any disability, the employee may appeal the decision according to the procedure for settling grievances and arbitration prescribed in Chapter 9-0.00.

**5-3.40**

- A) On July 1 of each year, the Board shall credit each employee covered by this article with seven (7) sick-leave days. The seven (7) days thus granted shall be noncumulative but, when not used during the year under this article, shall be redeemable on June 30 of each year at the rate in effect on that date per day or per fraction of a day not used.
- B) Moreover, in the case of a first year of service of an employee who is not reassigned under article 7-3.00, the Board shall add a credit of six (6) nonredeemable sick-leave days.

The employee hired during a fiscal year who was granted fewer than six (6) nonredeemable sick-leave days shall be entitled, on July 1 of the following fiscal year, if he or she remains in the service of the same board, to the difference between six (6) days and the number of nonredeemable sick-leave days granted to him or her on the effective date of his or her hiring.

- C) The employee who has thirteen (13) or fewer days of sick leave accumulated to his or her credit on June 1 may, by informing the Board in writing prior to that date, choose not to redeem on June 30 the balance of the seven (7) days granted under paragraph A) and not used under this article. The employee, having made this choice, shall add on June 30 the balance of the seven (7) days, which are now nonredeemable, to the nonredeemable sick-leave days already accumulated.

**5-3.41**

If an employee becomes covered by this article in the course of a fiscal year or if he or she leaves his or her employment during the year, except for paid leave, 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 employee is in service for half or more of the workdays contained in that month.

Nevertheless, if an employee has used, under the 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 will be made as a result of the application of this clause.

**5-3.42**

In the case of an employee who holds a part-time position, the value of each day credited shall be reduced in proportion to the regular hours worked in relation to the regular workweek prescribed in clause 8-2.01.

**5-3.43**

Disabilities for which payment was being made on the date of the coming into force of the Agreement shall remain covered under the plan prescribed in this article.

The effective date of the beginning of the disability period shall not be modified by the coming into force of the new plan, unless the employee does not meet the requirements of clause 5-3.04.

The disabled employee who is not entitled to any benefits on the date of the coming into force of the Agreement shall be covered by the new plan upon his or her return to work when he or she commences a new disability period.

**5-3.44**

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

**5-3.45**

The employee may also use his or her nonredeemable sick-leave days to his or her credit, at a rate of one (1) day per day, to extend his or her disability leave upon termination of the benefits prescribed in subparagraph 3) of paragraph A) of clause 5-3.32 and also for a leave prescribed in article 5-4.00, provided that the employee has already used up his or her redeemable sick-leave days (except those prescribed in clause 5-3.40).

**5-3.46**

The sick-leave days to an employee's credit on the date of the coming into force of the 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 5-3.40;
- b) after having used up the days mentioned in paragraph a), the other redeemable days to the employee's credit;
- c) after having used up the days referred to in paragraphs a) and b), the nonredeemable days to the employee's credit.

**5-3.47**

Every employee who benefits from paragraph A) of clause 5-3.40 may use, subject to the provisions of the following paragraph, up to two (2) days per year for personal business upon a notice submitted to the Board at least one (1) working day in advance.

The days thus used shall be deducted from the credit of seven (7) days obtained by the application of paragraph A) of clause 5-3.40 and, after having used the days, they shall be deducted from the other redeemable days to the employee's credit.

The days prescribed in the first paragraph of this clause must be taken in half-days or full days.

**5-3.48**

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

**5-4.00 PARENTAL RIGHTS****Section I General Provisions****5-4.01**

Maternity leave, paternity leave or adoption leave allowances shall only be paid as supplements to parental insurance benefits or employment insurance benefits, as the case may be, or in the cases stipulated hereinafter, as payments during a period of absence for which neither the Québec Parental Insurance Plan nor the Employment Insurance Plan provides benefits.

However, maternity leave, paternity leave or adoption leave allowances shall be paid only during the weeks the employee receives, or would receive if he or she applied for them, benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan.



In the case where the employee shares with his or her spouse the adoption or parental benefits prescribed by the Québec Parental Insurance Plan and the Employment Insurance Plan, the allowance shall only be paid if the employee actually receives a benefit from these plans during the maternity leave prescribed in clause 5-4.05, the paternity leave prescribed in clause 5-4.24, or the adoption leave prescribed in clause 5-4.34.

#### 5-4.02

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

#### 5-4.03

The Board shall not reimburse an employee for amounts that could be claimed from the employee by the Ministre de l'Emploi et de la Solidarité sociale under the *Act respecting parental insurance* (R.S.Q., c. A-29.011).

Similarly, the Board shall not reimburse the employee for the amounts that Human Resources and Skills Development Canada (HRSDC) could require the employee to pay under the *Employment Insurance Act* (S.C. 1996, c. 23).

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

#### 5-4.04

Unless there are specific provisions to the contrary, this article cannot result in granting an employee a benefit, monetary or nonmonetary, which he or she would not have had had he or she remained at work.

### Section II     Maternity Leave

#### 5-4.05

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

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

The maternity leave of a pregnant employee who is not eligible for either plan is twenty (20) weeks which, subject to clause 5-4.07 or 5-4.08, must be taken consecutively.

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

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

**5-4.06**

The distribution of the maternity leave, before and after the birth, shall be the employee's decision and shall include the day of the birth. The leave shall be concurrent with the period during which benefits are paid under the *Act respecting parental insurance* (R.S.Q., c. A-29.011) and must begin no later than the week following the start of benefit payments under the Québec Parental Insurance Plan.

**5-4.07 Suspension of Maternity Leave**

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

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

**5-4.08 Division of Maternity Leave**

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

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

During such a suspension, the employee is considered to be on leave without salary and shall not receive any allowances or benefits from the Board. The employee is entitled to the benefits prescribed in clause 5-4.46 during such a suspension.

**5-4.09**

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

**5-4.10 Extension of Maternity Leave**

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

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

During such an extension, the employee is considered to be on leave without salary and shall not receive any allowance or benefit from the Board. During such an extension, the employee is covered by clause 5-4.16 for the first six (6) weeks and by clause 5-4.46 thereafter.

**5-4.11 Advance Notice**

To obtain the maternity leave, the employee must give written notice to the Board at least two (2) weeks before the date of departure. The notice must be accompanied by a medical certificate or by a written report signed by a midwife confirming the pregnancy and the due date.

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

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

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

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

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

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

- B) The Board may not offset, by the allowance it pays to the employee on maternity leave, the reduction in the benefits under the Québec Parental Insurance Plan attributable to the salary earned from another employer.

Notwithstanding the provisions of the preceding subparagraph, the Board shall provide the compensation if the employee proves that the salary earned from another employer is customary salary, by means of a letter to that effect from the employer paying it. If the employee proves to the Board that only part of the salary earned from the other employer is customary, the compensation shall be limited to that part.

The employer who pays the customary salary prescribed in the preceding subparagraph must, at the employee's request, produce such a letter.

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

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

<sup>2</sup> Ninety-three percent (93%): this percentage was set to take into account the fact that the employee is exonerated, during a maternity leave, from contributing her share of premiums to the pension plans, the Québec Parental Insurance Plan and the Employment Insurance Plan, which on average is equal to seven percent (7%) of her salary.

**5-4.13 Cases Eligible for the Employment Insurance Plan but not Eligible for the Québec Parental Insurance Plan**

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

- A) for each week of the waiting period stipulated by the Employment Insurance Plan, a compensation equal to ninety-three percent (93%)<sup>2</sup> of her basic weekly salary;
- B) for each week following the period prescribed in paragraph A), a compensation equal to the difference between ninety-three percent (93%) of her basic weekly salary and the maternal or parental benefit she is receiving or would receive upon request from the Employment Insurance Plan until the end of her twentieth (20<sup>th</sup>) week of maternity leave; this compensation shall be calculated on the basis of the employment insurance benefits that an employee 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, if there is a change to the Employment Insurance Plan benefits following a modification to the information provided by the Board, the latter shall correct the benefit amount accordingly.

In the case of the employee who works for more than one employer, the compensation shall be equal to the difference between ninety-three percent (93%) of the basic weekly salary paid by the Board and the percentage of the employment insurance benefit 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 employee shall provide each of her employers with a statement of the weekly salaries paid by each of them and the amount of the benefits paid to her by Human Resources and Skills Development Canada (HRSDC).

Moreover, if Human Resources and Skills Development Canada (HRSDC) reduces the number of weeks of employment insurance benefits to which the employee would otherwise have been entitled if she had not received employment insurance benefits before her maternity leave, the employee shall continue to receive, for a period equivalent to the weeks deducted by Human Resources and Skills Development Canada (HRSDC), the additional compensation prescribed in the first subparagraph of this paragraph as if she had, during that period, received employment insurance benefits;

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

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

<sup>2</sup> Ninety-three percent (93%): this percentage was set to take into account the fact that the employee is exonerated, during a maternity leave, from contributing her share of premiums to the pension plans, the Québec Parental Insurance Plan and the Employment Insurance Plan, which on average is equal to seven percent (7%) of her salary.

#### **5-4.14 Cases not Eligible for Employment Insurance nor for the Québec Parental Insurance Plan**

The employee who is not eligible for employment insurance benefits nor for the Québec Parental Insurance Plan shall also be excluded from any other compensation prescribed in clauses 5-4.12 and 5-4.13. However:

- A) The employee who holds a full-time position and who has accumulated twenty (20) weeks of service<sup>1</sup> shall be entitled to a compensation equal to ninety-three percent (93%) of her basic weekly salary for twelve (12) weeks, if she does not receive benefits from a parental rights plan established by another province or territory.
- B) The employee who holds a part-time position and who has accumulated twenty (20) weeks of service shall be entitled to a compensation equal to ninety-five percent (95%) of her basic weekly salary for twelve (12) weeks, if she does not receive benefits from a parental rights plan established by another province or territory. If the employee who holds a part-time position is exonerated from contributing to the pension, parental insurance and employment insurance plans, the percentage of the compensation shall be set at ninety-three percent (93%) of her basic weekly salary.

#### **5-4.15 In the Cases Prescribed in Clauses 5-4.12, 5-4.13 and 5-4.14**

- A) No compensation may be paid during the vacation period for which the employee is paid.
- B) Unless the applicable salary payment system is on a weekly basis, the compensation shall be paid at two (2)-week intervals, the first instalment only being payable, in the case of the employee eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan, fifteen (15) days after the Board obtains proof that she is receiving benefits from one of these 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 and by Human Resources and Skills Development Canada (HRSDC) by means of an official statement.
- C) Service shall be calculated with all the employers in the public and parapublic sectors (education, civil service, health and social services), health and social services agencies, bodies for which, by law, the salary scales or standards are determined according to conditions defined by the government, the Office franco-québécois pour la jeunesse, the Société de gestion du réseau informatique des commissions scolaires (GRICS) and any other body listed in Schedule C of the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors* (R.S.Q., c. R-8.2).

Moreover, the requirement of twenty (20) weeks of service contained in clauses 5-4.12, 5-4.13 and 5-4.14 shall be deemed to have been met, where applicable, when the employee meets this requirement with one of the employers mentioned in the present paragraph.

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

As well, any period during which the employee on special leave as prescribed in clause 5-4.20 does not receive any benefits from the CSST shall be excluded for the purpose of calculating her average basic weekly salary.

If the twenty (20)-week period preceding the maternity leave of the employee who holds a part-time position includes the date of the increase of the 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 this date, the basic weekly salary changes as of this date according to the adjustment formula of the applicable salary scale.

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

For the purpose of calculating the employee's average basic weekly salary, the twenty (20)-week period preceding her maternity leave shall exclude any layoff.

The provisions of this paragraph shall constitute one of the express stipulations mentioned in clause 5-4.04.

- E) In the case where the employee is temporarily laid off, the maternity leave benefits to which she is entitled under the Agreement and paid by the Board shall terminate as of the date on which the employee is laid off.

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

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

#### **5-4.16**

During this maternity leave and the extensions prescribed in clause 5-4.10, the employee, insofar as she is normally entitled to it, shall benefit from the following:

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

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

#### **5-4.17**

The maternity leave may be for a duration of less than that prescribed in clause 5-4.05. If the employee returns to work within the two (2) weeks following the birth, she must, at the Board's request, produce a medical certificate confirming that she is sufficiently recovered to resume work.

#### **5-4.18**

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

The employee to whom the Board has sent the notice must report to work upon the termination of the maternity leave, unless the leave be extended as prescribed in clause 5-4.45.

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

#### **5-4.19**

When she returns from her maternity leave, the employee shall return to her position. Should the position have been abolished, the employee shall be entitled to the rights she would have had had she been at work at that time.

### Section III Special Leaves Regarding Pregnancy and Breastfeeding

#### Temporary Assignment and Special Leave

##### 5-4.20

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

- a) she is pregnant and her working conditions entail risks of infectious disease or physical dangers for herself or her unborn child;
- b) her working conditions entail dangers for the child whom she is breastfeeding;
- c) she works regularly at a cathode-ray tube terminal.

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

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

The employee thus assigned to another position shall maintain the rights and privileges related to her regular position.

If the assignment is not carried out immediately, the employee shall be entitled to a special leave which begins immediately. Unless a temporary assignment arises afterward to cancel this special leave, the special leave shall terminate for the pregnant employee on the date of the birth, and for the employee who is breastfeeding, at the end of the breastfeeding period. However, for employees eligible for benefits payable under the *Act respecting parental insurance* (R.S.Q., c. A-29.011), the special leave shall end the fourth (4<sup>th</sup>) week prior to the expected date of delivery. The assignment shall have priority over the application of the sequences for filling temporarily vacant positions provided in clause 7-1.14, except for subparagraph 2) of paragraph a) and subparagraph 1) of paragraph b), and over the application of the priority for filling those positions granted to the employee laid off temporarily under clause 7-2.04.

During the special leave prescribed in this clause, the employee shall be governed, as regards her compensation, by the provisions of the *Act respecting occupational health and safety* (R.S.Q., c. S-2.1) concerning the reassignment of the pregnant employee or the employee who is breastfeeding.

However, following a written request to this effect, the board shall pay the employee an advance on the forthcoming allowance based on the anticipated benefits. If the CSST pays the anticipated allowance, the reimbursement shall be deducted from that amount. If not, the reimbursement shall be made under clause 6-8.04 until the amounts owing have been paid. If the employee exercises her right to apply for a review of the CSST decision or to contest it before the Commission des lésions professionnelles, the reimbursement cannot be payable until the administrative review decision of the CSST or, where applicable, the decision of the Commission des lésions professionnelles, has been rendered.

In addition to the preceding provisions, at the employee's request, the Board must study the possibility of temporarily changing the duties, without loss of rights, of the employee assigned to a cathode-ray tube terminal so as to reduce her working time at the terminal to a maximum of two (2) hours per half (1/2) day and assign her to other duties which she is reasonably capable of performing for the remainder of her working time.

## Other Special Leaves

### 5-4.21

The employee shall also be entitled to a special leave in the following cases:

- a) when a complication in the pregnancy or a risk of miscarriage requires a work stoppage for a definite period prescribed by a medical certificate; this special leave cannot be extended beyond the beginning of the fourth (4<sup>th</sup>) 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 twentieth (20<sup>th</sup>) week preceding the due date;
- c) for visits related to the pregnancy which are with a health care professional and which are supported by a medical certificate or a written report signed by a midwife. The employee shall be granted a special leave with full salary for a maximum of four (4) days. Such special leaves may be taken in half-days.

### 5-4.22

During the special leaves prescribed in clauses 5-4.20 and 5-4.21, the employee shall be entitled to the benefits prescribed in clause 5-4.16, insofar as she is normally entitled to them, and in clause 5-4.19.

Moreover, the employee referred to in clause 5-4.21 may also avail herself of the benefits of the sick-leave plan or the salary insurance plan. However, in the case of paragraph c) of clause 5-4.21, the employee must first have used up the four (4) days mentioned in this paragraph.

## Section IV Paternity Leave

### 5-4.23 Paternity Leave - for a Maximum Period of Five (5) Working Days

A male employee shall be entitled to a leave with salary for a maximum period of five (5) working days for the birth of his child. The employee shall be entitled to the leave in the event that a miscarriage takes place after the beginning of the twentieth (20<sup>th</sup>) week preceding the due date. While the leave need not be continuous, it must be taken between the beginning of the delivery and the fifteenth (15<sup>th</sup>) day following the mother's or the child's return home.

One (1) of the five (5) days may be used for the child's baptism or registration.

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

The leave prescribed under this clause shall be preceded, as soon as possible, by a notice from the employee to the Board.

The leave prescribed under this clause shall be preceded, as soon as possible, by a notice from the employee to the Board.

### 5-4.24 Paternity Leave - for a Maximum period of Five (5) Weeks

Upon the birth of his child, a male employee shall also be entitled to paternity leave for a maximum period of five (5) weeks, which, subject to clauses 5-4.26 and 5-4.27, must be taken consecutively. This leave must end no later than at the end of the fifty-second (52<sup>nd</sup>) week following the week of the child's birth.

The leave of the employee eligible for the Québec Parental Insurance Plan or Employment Insurance Plan shall be concurrent with the period during which benefits are paid under one of these plans and must begin no later than the week following the start of such benefit payments.

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



The leave concerned by this clause is granted upon written request submitted at least three (3) weeks in advance. The time limit can be reduced if the birth occurs before the due date.

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

The employee must report for work on the date of expiry of the paternity leave unless the leave is extended according to the terms provided for under clause 5-4.45.

The employee who does not comply with the preceding subparagraph is deemed to be on leave of absence without salary for no more than four (4) weeks. If the employee does not report for work at the end of that period, he is deemed to have resigned.

#### **5-4.25**

The employee taking a paternity leave under clauses 5-4.23 and 5-4.24 shall be entitled to the benefits provided for in clause 5-4.16, providing he is normally entitled to them, and in clause 5-4.19.

#### **5-4.26      Suspension of Paternity Leave**

When the child is hospitalized, the employee may suspend his paternity leave, provided for under clause 5-4.24, upon agreement with the Board, and return to work for the duration of the hospitalization.

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

At the employee's request, a paternity leave provided for under clause 5-4.24 may be divided into weeks before the expiry of the first fifty-two (52) weeks if his child is hospitalized or due to circumstances referred to in sections 79.1 and 79.8 to 79.12 of the *Act respecting labour standards* (R.S.Q., c. N-1.1).

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

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

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

An employee who, before the expiry date of his paternity leave provided for under clause 5-4.24, sends the Board a notice accompanied by a medical certificate attesting that the state of health of the child so requires, is entitled to extend his paternity leave. The duration of this extension shall be as indicated on the medical certificate.

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

#### **5-4.29      Cases eligible for the Québec Parental Insurance Plan or the Employment Insurance Plan**

During the paternity leave provided for in clause 5-4.24, the employee shall receive an allowance equal to the difference between his basic weekly salary and the amount of Québec Parental Insurance Plan or Employment Insurance Plan benefits he is receiving or would receive, upon request.

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

However, if there is a change to the Québec Parental Insurance Plan or Employment Insurance Plan benefits following a modification to the information provided by the Board, the latter shall correct the benefit amount accordingly.

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

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

Notwithstanding the provisions of the preceding subparagraph, the Board shall pay the allowance if the employee 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 employee proves that only part of the salary earned from another employer is usual, compensation shall be limited to that part.

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

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

#### **5-4.30 Cases ineligible for the Québec Parental Insurance Plan and the Employment Insurance Plan**

An employee who is not eligible for paternity benefits under the Québec Parental Insurance Plan or to parental benefits under the Employment Insurance Plan shall receive, during the paternity leave provided for in clause 5-4.24, a benefit equal to his basic weekly salary.

#### **5-4.31**

Paragraphs A), B), D) and E) of clause 5-4.15 shall apply to the employee who is entitled to the allowances provided for in clause 5-4.29 or 5-4.30 by making the necessary changes.

#### **5-4.32**

When the employee resumes the suspended or divided paternity leave under clause 5-4.26 or 5-4.27, the Board shall pay the employee the allowance to which he would have been entitled had he not availed himself of the suspension or division. The Board shall pay the allowance for the number of weeks remaining under clause 5-4.24, subject to clause 5-4.01.

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

#### **5-4.33 Adoption Leave - Maximum Period of Five (5) Days**

An employee shall be entitled to a leave with salary for a maximum of five (5) working days for the adoption of a child other than the child of his or her spouse. The leave may be discontinuous but it may not be taken more than fifteen (15) days following the child's arrival home.

One (1) of these five (5) days may be taken for the child's baptism or registration.

The leave prescribed under this clause shall be preceded, as soon as possible, by a notice from the employee to the Board.

**5-4.34 Adoption Leave - Maximum Period of Five (5) Weeks**

The employee who legally adopts a child, other than the child of his or her spouse, shall be entitled to an adoption leave for a maximum period of five (5) weeks which, subject to clauses 5-4.35 and 5-4.36, must be taken consecutively. The leave must end at the latest at the end of the fifty-second (52<sup>nd</sup>) week following the child's arrival home.

For the employee eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan, this leave shall be concurrent with the period during which benefits are paid under one of these plans and must begin no later than the week following the start of such benefit payments.

For the employee who is not eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan, this leave must be taken after the order of placement of the child or the equivalent in the case of an international adoption, or at another time agreed upon with the Board.

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

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

The employee must report for work on the date of expiry of the adoption leave unless the leave is extended according to the terms provided for under clause 5-4.45.

The employee who does not comply with the preceding subparagraph is deemed to be on leave of absence without salary for no more than four (4) weeks. If the employee does not report for work at the end of that period, he or she is deemed to have resigned.

**5-4.35 Suspension of Adoption Leave**

If the child is hospitalized, the employee may suspend his or her adoption leave provided for under clause 5-4.34, after agreement with the Board, and return to work for the period during which the child is hospitalized.

**5-4.36 Division of Adoption Leave**

At the employee's request, an adoption leave provided for under clause 5-4.34 may be divided into weeks before the expiry of the first fifty-two (52) weeks if his child is hospitalized or due to circumstances referred to in sections 79.1 and 79.8 to 79.12 of the *Act respecting labour standards* (R.S.Q., c. N-1.1).

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

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

**5-4.37**

When the employee resumes the adoption leave suspended or divided under clause 5-4.30 or 5-4.31, the Board shall pay the employee the allowance to which he or she would have been entitled had he or she not availed himself or herself of the suspension or division, for the number of weeks remaining under clause 5-4.34, subject to clause 5-4.01.

**5-4.38 Extension of Adoption Leave**

An employee who forwards to the Board, prior to the expiry date of his or her adoption leave provided for under clause 5-4.34, a notice accompanied by a medical certificate attesting that the health of his or her child so requires, is entitled to an extended adoption leave. The duration of this extension shall be as indicated in the medical certificate.

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

#### **5-4.39 Cases Eligible for the Québec Parental Insurance Plan or the Employment Insurance Plan**

During the adoption leave provided for in clause 5-4.34, the employee 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 Québec Parental Insurance Plan or the Employment Insurance Plan.

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

However, if there is a change to the Québec Parental Insurance Plan or Employment Insurance Plan benefits following a modification to the information provided by the Board, the latter shall correct the benefit amount accordingly.

When the employee works for more than one employer, the allowance shall be equal to the difference between one hundred percent (100%) of the basic weekly salary paid by the Board and the amount of the Québec Parental Insurance Plan or Employment Insurance Plan benefits corresponding to the proportion of the basic weekly salary paid by the Board compared to the total basic weekly salaries paid by all the employers. For that purpose, the employee shall submit to each of his or her employers a statement of the weekly salary paid by each employer, together with the amount of benefits payable under the Québec Parental Insurance Plan or the Employment Insurance Plan.

The Board may not offset, by the allowance that it pays to the employee on adoption leave, the reduction in the benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan attributable to the salary earned from another employer.

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

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

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

#### **5-4.40 Cases Ineligible for both the Québec Parental Insurance Plan and the Employment Insurance Plan**

An employee who is not entitled to adoption benefits under the Québec Parental Insurance Plan or to 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 clause 5-4.34, a benefit equal to his or her basic weekly salary.

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

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

This leave may be discontinuous but may not be taken more than fifteen (15) days after the date of filing of the application for adoption.

**5-4.42**

The employee who is taking a leave for adoption under clauses 5-4.33, 5-4.34 and 5-4.41, shall be entitled to the benefits provided for in clause 5-4.16, providing he or she is normally entitled to them, and in clause 5-4.19.

**5-4.43**

Paragraphs A), B), D) and E) of clause 5-3.15 shall apply, by making the necessary changes, to the employee who is entitled to the allowances provided for in clauses 5-4.39 and 5-4.40.

**5-4.44****Leaves of Absence Without Salary for Adoption Purposes**

An employee shall be entitled to a leave of absence without salary of a maximum duration of ten (10) weeks to adopt a child, beginning on the date on which the employee assumes full legal responsibility for the child, unless it is a child of his or her spouse. In order to obtain the leave, the employee must submit a written request to the Board at least two (2) weeks in advance.

The employee who travels outside Québec in order to adopt a child, unless it is a child of his or her spouse, shall for that purpose and upon written request submitted to the Board two (2) weeks in advance if possible, obtain a leave of absence without salary for the time necessary for that travel. However, the leave shall terminate no later than the week following the start of benefit payments under the Québec Parental Insurance Plan or the Employment Insurance Plan, as the case may be, and the provisions of clause 5-4.34 shall apply.

During the leave without salary for adoption purposes, the employee shall be entitled to the same benefits as those pertaining to full-time or part-time leaves without salary prescribed in clause 5-4.45.

**Section VI Full-Time or Part-Time Leaves of Absence Without Salary for Maternity, Paternity or Adoption Purposes****5-4.45**

Following a written request submitted to the Board at least three (3) weeks in advance in the case of a full-time leave of absence without salary and at least thirty (30) days in advance in the case of a part-time leave of absence without salary, an employee who wishes to extend her maternity leave, an employee who wishes to extend his paternity leave and an employee who wishes to extend either one of the leaves for adoption shall benefit from one of the two (2) options listed hereinafter, under the conditions stipulated therein:

- A) a full-time leave of absence without salary for a maximum period of fifty-two (52) continuous weeks which begins at the time the employee chooses and ends no later than seventy (70) weeks after the birth or, in the case of an adoption, seventy (70) weeks after he or she assumes full legal responsibility for the child;
- B) a full-time or part-time leave without salary for a maximum period of two (2) years, as an extension of the maternity leave prescribed in clause 5-4.05, of the paternity leave prescribed in clause 5-4.24 or of the leave for adoption prescribed in clause 5-4.34.

The maximum duration of the leave without salary in extension of the leaves provided for under clauses 5-4.24 and 5-4.34 shall not exceed the one hundred and twenty-fifth (125<sup>th</sup>) week following the child's birth or arrival at home, as the case may be.

However, the employee may modify his or her choice for the period exceeding the twelfth (12<sup>th</sup>) month of his or her leave upon a written notice sent to the Board thirty (30) days prior to the end of his or her first year of leave.

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

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

The request for a part-time leave of absence without salary must specify the schedule of the leave. Should the Board disagree on the number of days off per week, the employee shall be entitled to a maximum of two and a half (2.5) days off per week or the equivalent up to a maximum of two (2) years. Should the Board disagree on the distribution of these days, it shall effect the distribution.

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

During either one of the aforementioned leaves, the employee shall retain the right, insofar as he or she is entitled to it, to use the sick-leave days prescribed in article 5-3.00.

In the case of either one of the aforementioned leaves, the request must specify the date of return to work.

#### **5-4.46**

During the leave of absence without salary, the employee shall accumulate seniority and shall retain his or her experience. He or she shall continue to participate in the basic health insurance plan applicable to him or her by paying his or her share of the premiums for the first fifty-two (52) weeks of the leave and the total amount of the required premiums for the following weeks. Moreover, he or she may continue to participate in the other complementary insurance plans applicable to him or her by so requesting at the beginning of the said leave and by paying the total amount of the required premiums, plus tax, where applicable.

The employee who benefits from a leave without salary shall accumulate seniority on the same basis as prior to the leave and, for the proportion of hours worked, shall be governed by the provisions applicable to an employee who has a part-time position.

Subject to a specific provision provided for in the Agreement, during the full-time or the part-time leave without salary, the employee shall accumulate his or her experience, for the purposes of determining his or her salary, up to the first fifty-two (52) weeks of a full-time or part-time leave without salary.

#### **5-4.47**

The employee may take his or her deferred annual vacation immediately prior to his or her leave without salary or partial 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.

#### **5-4.48**

The employee to whom the Board has sent a four (4)-week advance notice indicating the termination date of one of the leaves prescribed in clause 5-4.45 must inform the Board of his or her return to work at least two (2) weeks before the termination of this leave. If the employee does not report for work on that date, he or she shall be considered as having resigned.

#### **5-4.49**

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

On returning to the Board from a full-time or a part-time leave without salary, the employee shall be reinstated in the position he or she held prior to his or her departure, subject to article 7-3.00.

**5-4.50**

Upon request from the employee, the full-time leave without salary provided for in clause 5-4.45 may be divided into weeks before the termination of the first fifty-two (52) weeks.

The leave may be divided if the child is hospitalized or due to circumstances referred to in sections 79.1 and 79.8 to 79.12 of the *Act respecting labour standards* (R.S.Q., c. N-1.1).

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

During such a suspension, the employee is considered on leave without salary and shall not receive any allowances or benefits from the employer. The employee shall be entitled to benefits under clause 5-4.46 during this period.

**5-4.51**

A part-time or full-time leave without salary for a maximum of one (1) year shall be granted to an employee whose minor child experiences socioemotional problems or whose minor child is handicapped or ill and requires his or her care. In this case, the last paragraph of clause 5-4.45 shall apply except as regards the maximum duration of the leave without salary, which cannot exceed one (1) year.

**Section VII Miscellaneous Provisions****5-4.52**

The employee who receives a premium for regional disparities under the Agreement shall receive it for the duration of her maternity leave prescribed in section II.

Similarly, an employee who receives a premium for regional disparities under the Agreement shall receive such a premium during the weeks in which he or she receives benefits, as the case may be, as prescribed in clause 5-4.34.

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

**5-4.53**

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

**5-4.54**

If it is established before an arbitrator that a probationary employee availed herself of a maternity leave or a leave of absence without salary or a part-time leave without salary to extend a maternity leave and that the Board terminated her employment, the latter must prove that it terminated her employment for reasons other than for having used the maternity leave or the full-time leave of absence without salary or part-time leave of absence without salary.

**5-4.55**

Should any changes occur in the Québec Parental Insurance Plan, to the *Employment Insurance Act* (S.C. 1996, c. 23), or 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 plans.

**5-5.00 PARTICIPATION IN PUBLIC AFFAIRS****5-5.01**

The Board may allow an employee required to work during an election or referendum held by the Grand Council of the Eeyou Eenou Istchee Crees or a band council, up to three (3) days off without loss of salary including applicable premiums, if any. However, he or she must remit to the Board the salary received during the election or referendum up to the amounts paid by the Board.

**5-5.02**

The regular employee who is a candidate in a municipal, school, provincial, federal or band council election or an election to an organization covered by the James Bay and Northern Québec Agreement shall obtain upon request a leave of absence without salary which could extend from the declaration of the elections to the tenth (10<sup>th</sup>) day which follows the election day or for any shorter period situated between these two (2) events.

**5-5.03**

A regular employee who does not report to work within the time allotted shall be considered as having resigned, unless the reason for which he or she does not report to work is one of the reasons for absence prescribed in the Agreement. In that case, the employee must notify the Board and, if he or she does not, except if it is impossible for him or her to report to work on the first workday following any leave prescribed in the Agreement, he or she shall be considered as having resigned as of that day.

**5-5.04**

The regular employee elected in a municipal or school election, to the Grand Council of the Eeyou Eenou Istchee Crees, to a band council, to an organization covered by the James Bay and Northern Québec Agreement or to the board of directors of a hospital or a local community services centre may benefit from a leave of absence without salary with the Board's authorization which cannot be refused without a valid reason and according to the terms and conditions prescribed by it in order to carry out the duties of his or her position.

**5-5.05**

The regular employee elected in a provincial or federal election shall remain on leave without salary for the duration of his or her term of office.

**5-5.06**

Within twenty-one (21) days of the expiry of his or her term of office, the employee must inform the Board of his or her decision to return to work; failing this, the employee shall be considered as having resigned.

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

**5-6.00 VACATION****5-6.01**

During each fiscal year, an employee shall be entitled, according to the duration of his or her active service for the preceding fiscal year, to an annual vacation period the duration of which is determined in clauses 5-6.10 and 5-6.11.



**5-6.02**

Every absence with salary shall be considered as active service for purposes of calculating vacation. However, the absence must not have the effect of deferring vacation to another fiscal year without the Board's permission, or unless prescribed in the Agreement, nor shall it result in a salary which is higher than the employee's annual salary.

**5-6.03**

The length of the vacation period shall not be reduced in the case of one or more periods of disability not exceeding a total of two hundred and forty-two (242) workdays per fiscal year, nor in the case of a work accident or occupational disease.

In the case where the disability period exceeds two hundred and forty-two (242) workdays per fiscal year, the excess shall not be counted as active service.

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

For a new employee as well as for an employee who leaves his or her position permanently, the month during which he or she was hired and the month during which he or she leaves shall count for one (1) complete month of active service, provided that he or she worked one-half or more of the workdays of the month.

**5-6.04**

Vacation must usually be taken during the fiscal year following that in which it was acquired. Vacation can be neither deferred nor accumulated. If the Board asks an employee to defer his or her vacation to a subsequent year and he or she accepts, his or her vacation shall be paid within sixty (60) days of the end of the fiscal year.

**5-6.05**

The vacation period shall be determined in the following manner:

- a) Before May 1 of each year, the Board, after consulting the Union or the group of unions concerned, may establish a period of total or partial shutdown for a maximum period of ten (10) workdays, unless there is agreement with the Union to the contrary. Every employee affected by the total or partial shutdown must take all the vacation to which he or she is entitled or part of his or her vacation equal to the shutdown period; the period of total or partial shutdown may vary for each of the localities. The employee who is entitled to a number of days of vacation greater than the number of days used during the shutdown period shall take the additional days according to the terms and conditions prescribed hereinafter.

Notwithstanding the provisions of the preceding subparagraph and unless there is an agreement to the contrary between the Board and the Union, if the period of total or partial shutdown in a Cree community coincides with the goose hunting season, an employee affected by this shutdown may request to be exempted from the obligation to take his or her vacation or part of his or her vacation during that period. In this case, the Board shall assign, during that period, to the employee concerned duties related to his or her qualifications.

- b) Before May 15 of each year, the employees shall choose the dates on which they wish to take their vacation and the latter shall be distributed by taking into account the seniority of the employees in the same office, department, school, adult education centre, or vocational training centre, where applicable. The employees' choice shall be submitted to the Board for approval and the latter shall take into account the needs of the office, department, school, adult education centre, or vocational training centre; the Board shall render its decision by June 15. It is agreed that the Board may not refuse a vacation schedule under this subparagraph so as to incite or force an employee to take his or her vacation during the goose hunting season.

- c) Once the vacation period has been approved by the Board, a change is possible when requested by an employee if the needs of the office, department, school, adult education centre, or vocational training centre permit and if the change does not affect the vacation periods of other employees.
- d) The employees shall usually take their vacation during the months of July and August and during the period of traditional Cree activities, such as goose hunting; however, vacation may be taken at other times after agreement with the Board.

**5-6.06**

The employee must take his or her vacation in periods of at least five (5) consecutive days, unless there is an agreement to the contrary.

Notwithstanding the preceding paragraph, at least five (5) days or any remaining period of less than five (5) days may be taken separately, with the Board's approval which takes into account the requirements of the office, department, school, adult education centre, or vocational training centre.

**5-6.07**

If one or more paid legal holidays coincide with the employee's vacation, it shall be extended for an equivalent duration.

**5-6.08**

An employee on vacation shall continue to receive the salary regularly paid to him or her under article 6-8.00. However, the salary shall be paid to him or her before departure for the duration of his or her vacation period, provided the employee has submitted a request to this effect to the Board at least two (2) weeks before the beginning of his or her vacation. The employee shall be deemed to have made such a request if he or she informs the Board of his or her choice before May 15 of the year concerned.

**5-6.09**

In the case of permanent termination of employment, an employee shall be entitled, under this article, to the payment of vacation acquired and not used.

**5-6.10**

Subject to clause 5-6.11, the employee shall be entitled to:

- a) twenty (20) workdays of vacation if he or she has less than seventeen (17) years of seniority on June 30 of the year of acquisition;
- b) twenty-one (21) workdays of vacation if he or she has seventeen (17) years or more of seniority on June 30 of the year of acquisition;
- c) twenty-two (22) workdays of vacation if he or she has nineteen (19) years or more of seniority on June 30 of the year of acquisition;
- d) twenty-three (23) workdays of vacation if he or she has twenty-one (21) years or more of seniority on June 30 of the year of acquisition;
- e) twenty-four (24) workdays of vacation if he or she has twenty-three (23) years or more of seniority on June 30 of the year of acquisition;
- f) twenty-five (25) workdays of vacation if he or she has twenty-five (25) years or more of seniority on June 30 of the year of acquisition.

5-6.11

Subject to clause 5-6.03, the employee whose duration of active service during the year of acquisition of vacation was less than one (1) year shall be entitled to the number of vacation days determined by the following table:

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

5-6.12

The employee who is absent from work because of a disability or a work accident at the time scheduled for his or her vacation may defer his or her vacation to another period in the same fiscal year or, if he or she has not returned to work at the end of the fiscal year, to another period in a subsequent fiscal year, to be determined by agreement between the employee and the Board. However, the Board may require that before returning to work the employee take vacation days deferred from previous years due to an absence from work. Where applicable, the current replacement shall continue during these vacation days.

5-6.13

When an employee leaves the Board at the time of his or her retirement, he or she shall be entitled to the entire vacation period for the year of his or her retirement.

5-7.00      PROFESSIONAL IMPROVEMENT

5-7.01

The Board and the Union recognize the importance of ensuring the professional improvement of employees.

**5-7.02**

For the purpose of applying this article, professional improvement activities shall include one of the following types of professional improvement:

- a) organizational professional improvement shall include all professional improvement activities required by the Board, designed to acquire knowledge, develop or acquire skills or techniques, or to modify an employee's work habits and which improve the quality of administration at the Board;
- b) occupational professional improvement shall include all professional improvement activities designed to increase knowledge, develop or acquire skills or techniques, to modify an employee's work habits which lead him or her to better perform his or her duties or prepare him or her for duties which he or she could be called upon to perform at the Board;
- c) personal professional improvement shall include courses or studies offered in a learning institution recognized by the Ministère, with the exception of community education courses.

**5-7.03**

Professional improvement shall be the responsibility of the Board and professional improvement programs shall be developed by the Board in relation to its needs and to those of its employees.

**5-7.04**

The Labour Relations Committee shall set up a Professional Improvement Committee.

**5-7.05**

The Board shall develop its professional improvement policies and programs in consultation with the Professional Improvement Committee; the Board shall inquire about the employees' needs in professional improvement from the committee and the committee shall collaborate in preparing these policies and programs.

**5-7.06**

The duties of the Professional Improvement Committee shall be:

- a) to collaborate in the development of professional improvement policies and programs;
- b) to collaborate in the planning of professional improvement activities;
- c) to study professional improvement requests presented by the employees or required by the Board;
- d) to make appropriate recommendations to the Board, particularly those concerning the distribution and use of the professional improvement budget.

**5-7.07**

When the Board requests an employee to take part in professional improvement activities, it must reimburse him or her for the costs, according to the norms it establishes, upon presentation of an attestation to the effect that he or she has taken part in the activities. If an employee receives an allowance or any other amount of money from another source, he or she must give the Board any amount thus received.

**5-7.08**

When, at an employee's request, the Board authorizes an employee to participate in professional improvement activities, it may reimburse the costs upon presentation of an attestation to the effect that he or she has taken part in the activities.

If an employee receives an allowance or any other money from another source, he or she must give the Board any amount thus received.

**5-7.09**

The employee who, at the request of the Board, participates in professional improvement activities during his or her regular working hours shall be considered at work during that period.

**5-7.10**

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

- a) these courses offer to those who take them an opportunity for professional improvement or an increase in their educational qualifications;
- b) registration by the general public has priority;
- c) such a benefit does not oblige the Board to organize courses;
- d) these courses be taken outside the employee's working hours.

**5-7.11**

For the purpose of applying this article, the Board shall have available, for each fiscal year of the Agreement, an amount equal to ninety dollars (\$90.00) per regular employee who has a full-time position or the equivalent according to the number established at the beginning of each fiscal year.

The Board shall decide on the use of these amounts after consulting the Professional Improvement Committee. If several professional improvement projects meet the requirements of the professional improvement programs, priority shall be given to projects submitted by the beneficiaries of the James Bay and Northern Québec Agreement.

The amounts not used or committed during a fiscal year shall be added to those provided for the following fiscal year.

**5-7.12**

The amounts for professional improvement related to the implementation of a technological change within the meaning of clause 8-8.01 shall not be taken from the amounts mentioned in the preceding clause.

**5-7.13**

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

**5-7.14 Upgrading**

- A) In order to permit employees to more adequately meet the requirements of the positions to be filled under article 7-1.00, the professional improvement policy must provide, within one hundred and twenty (120) days of the coming into force of the Agreement, subject to paragraph C), the establishment of a professional improvement program dealing specifically with the upgrading of secondary-level skills already acquired by regular tenured employees in the course of their formal education.
- B) The program provides for short-term professional improvement activities (which take a few days or even a few hours).
- C) The Board shall make inquiries through the Professional Improvement Committee as to the upgrading needs of its employees.

- D) The nature, duration and frequency of the upgrading activities offered to employees shall be determined in consultation<sup>1</sup> with the Professional Improvement Committee.

#### **5-7.15**

The Board shall have available, for each fiscal year of the Agreement, an amount equal to forty dollars (\$40) per regular employee who has a full-time position or the equivalent according to the number established at the beginning of each fiscal year.

The Board shall decide on the use of these amounts giving particular preference to the training and professional improvement of employees holding positions providing direct services to students. The amounts not used or committed during a fiscal year shall be added to those provided for the next fiscal year.

Only clauses 5-7.01, 5-7.07 and 5-7.09 apply to the present clause.

### **5-8.00 CIVIL RESPONSIBILITY**

#### **5-8.01**

The Board shall undertake to assume the case of every employee whose responsibility might be at issue because of actions committed as a result of or in the course of the performance of his or her duties as an employee.

#### **5-8.02**

The Board shall agree to indemnify the employee against any liability imposed by a judgement for loss or damage resulting from actions, other than in the case of serious fault or gross negligence committed by the employee as a result of or in the course of the carrying out of his or her duties as an employee or in applying clause 5-8.05 as an employee, but only up to the amount for which the employee is not already indemnified by another source, provided that:

- a) as soon as it is reasonably possible, the employee has given the Board a written account of the facts surrounding any claim made against him or her;
- b) he or she has not admitted responsibility with regard to such a claim;
- c) he or she surrender to the Board, up to an amount equal to the loss or damage assumed by it, his or her rights to recourse against the third party and that he or she sign all the documents required by the Board for this purpose.

#### **5-8.03**

The employee shall have the right to engage a lawyer, at his or her own expense, and to have him or her assist the lawyer chosen by the Board.

#### **5-8.04**

As soon as the civil responsibility of the Board is admitted or established by a court of law, the Board shall indemnify the employee for the total or partial loss, theft or destruction of his or her personal belongings which are normally used for the performance of his or her duties as an employee at the request of the Board except in the case of serious fault or gross negligence on the employee's part. In the case where an employee holds an insurance policy which covers the total or partial loss, theft or destruction of the belongings, the Board shall pay the employee only the excess of the actual loss incurred after the compensation is paid by the insurer.

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<sup>1</sup> or, if need be, according to the participation method prescribed by the Professional Improvement Committee.

**5-8.05**

Clause 5-8.01 shall apply in all cases where an employee is called upon, as a result of or in the course of the carrying out of his or her duties, to administer first aid to a student or to an employee.

**5-9.00 LEAVES OF ABSENCE WITHOUT SALARY****5-9.01**

The Board shall grant a regular employee a full-time or part-time leave of absence without salary for reasons which it deems valid for a maximum duration of twelve (12) consecutive months; the leave of absence may be renewed. In the case of a part-time leave of absence, the relevant provisions of the Agreement shall apply to the employee concerned.

**5-9.02**

The Board shall grant a leave without salary to enable a regular employee to accompany his or her spouse whose place of work changes temporarily or permanently for no less than three (3) months and no more than twelve (12) months.

**5-9.03**

The Board shall grant to a regular employee who requests a full-time or part-time leave of absence without salary:

- a) if the granting of such a leave permits the use of the services of an employee in surplus;
- b) to extend a leave prescribed in Appendix XIV according to the school calendar in effect in the community;
- c) when his or her spouse, dependent child, father, mother, sister, brother, grandfather or grandmother is seriously ill, as attested to by a medical certificate.

**5-9.04**

Subject to the provisions of the second paragraph of clause 5-9.05, the Board shall grant a tenured employee a full-time or part-time leave of absence without salary for studies in a program leading to a diploma in an officially recognized institution for a period not exceeding twelve (12) consecutive months.

**5-9.05**

The Board shall grant a regular employee a full-time or part-time leave without salary of a minimum duration of one (1) month without exceeding twelve (12) consecutive months. The regular employee may benefit from such a leave every time he or she has accumulated at least five (5) years of seniority.

The Board shall not be required to grant, for or during the same period, more than one (1) leave of absence at a time in the same office, department, school, adult education centre, or vocational training centre; in this case, the employee with the most seniority shall have priority. Moreover, the Board may refuse a request if it is unable to find a replacement, where applicable.

The request for a part-time leave of absence without salary must specify the schedule of the leave. If the Board disagrees on the number of days of leave per week, the employee shall be entitled to a maximum of two and one-half (2 1/2) days per week or the equivalent. If the board disagrees on the distribution of the days, it shall determine the days itself.

**5-9.06**

The employee who is suffering from a prolonged illness, attested to by a medical certificate approved by the Board, shall, if he or she has used up the benefits granted under clauses 5-3.32 and 5-3.45, obtain a full-time leave of absence without salary for the remainder of the fiscal year already in progress.

**5-9.07**

The request to obtain or renew any leave without salary must be made at least thirty (30) days before the beginning of the leave, except in the case prescribed in clause 5-9.03; the request shall be made in writing and must specify the reasons and the dates of the beginning and end of the leave. Moreover, any request for a part-time leave without salary must specify the schedule of the leave.

The employee whose request for renewal of the leave for studies is granted may apply to obtain a temporary position for the period included between these two (2) leaves. Where applicable, paragraph d) of clause 7-1.03 applies. If the employee obtains the temporary position, he or she shall receive the salary of the class of employment of the temporary position.

**5-9.08**

In the case where a part-time leave without salary is prescribed in this article, there must be an agreement between the Board and the employee on the schedule of the leave and on the other terms and conditions of application.

**5-9.09**

During his or her absence, the employee's seniority shall be calculated under article 8-1.00. He or she shall continue to participate in the health insurance plan by paying all the premiums and contributions required plus applicable tax, if any. He or she may participate in the complementary plans, provided he or she pay all the premiums and contributions required plus applicable tax, if any, if the regulations of the plans so permit.

**5-9.10**

During the first six (6) months of his or her leave, regardless of the duration of the leave, the employee may, on reasonable grounds, terminate his or her leave without salary before or during his or her leave without salary, provided he or she give a written notice of at least thirty (30) days. When the employee is absent for over six (6) months, he may return to the Board with the Board's consent.

Moreover, the employee may also terminate his or her leave without salary when he or she obtains a position under clause 7-1.03.

**5-9.11**

Subject to clause 5-9.10, on his or her return, the employee shall be reinstated in the position he or she held upon his or her departure, subject to article 7-3.00.

**5-9.12**

If an employee resigns during or at the end of the leave of absence, he or she shall reimburse the Board for any amount paid for and in his or her name.

**5-9.13**

The employee who uses his or her leave of absence for purposes other than those for which he or she obtained it shall be considered as having resigned as of the beginning of the leave of absence.



5-10.00     SABBATICAL LEAVE WITH DEFERRED SALARY

5-10.01

The sabbatical leave with deferred salary plan allows a regular employee who is not in surplus to have his or her salary spread over a determined period in order to benefit from a sabbatical leave with salary; the plan can only apply in accordance with the law or the regulations.

5-10.02

The granting of such a leave shall be the responsibility of the Board; however, should the Board refuse the leave, it shall provide the reasons for its refusal if the employee so requests.

5-10.03

For the purpose of this article, the word "contract" means the contract mentioned in Appendix IV.

5-10.04

The sabbatical leave with deferred salary plan may only apply for the period of the contract and the duration of the leave as determined in the following table and according to the following percentages of salary paid during the contract:

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

5-10.05

The six (6)- to twelve (12)-month sabbatical leave must terminate on the anticipated date of the expiry of the contract.

5-10.06

Following the leave, the employee must return to work for a period at least equal to that of the leave. The employee may return to work during or after the expiry of the contract.

5-10.07

The leave shall be subject to the provisions specified in Appendix IV.

5-10.08

An employee who obtained a sabbatical leave with deferred salary under a former collective agreement shall continue to be governed by the provisions applicable to him or her until the expiry of the contract.

**CHAPTER 6-0.00****REMUNERATION****6-1.00 CLASSIFICATION RULES****Determination of the Class of Employment on the Date of the Coming into Force of the Agreement****6-1.01**

The classification of an employee shall be the one he or she held on the date of the coming into force of the Agreement.

**Determination of the Class of Employment During the Agreement****6-1.02**

As of his or her hiring, the employee shall be classified according to the Classification Plan.

**6-1.03**

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

**6-1.04**

At the time of hiring, the employee shall be informed in writing of his or her status (on probation, regular or temporary), class of employment, salary, step, date of advancement in step under article 6-2.00 and job description.

**6-1.05**

Subsequently, an employee shall be informed in writing of any change in his or her duties.

**6-1.06**

The employee who obtains a new position under article 7-1.00 or 7-3.00 and who claims that the new duties which he or she must perform principally and customarily correspond to a class of employment which differs from that obtained shall be entitled to file a grievance according to the usual procedure within ninety (90) days after he or she obtains the position. In the case of arbitration, clause 6-1.15 shall apply.

**Change in Duties****6-1.07**

The employee who claims that the duties which he or she must perform principally and customarily as required by the Board correspond to a class of employment which differs from his or her own may file a grievance according to the procedure for the settling of grievances prescribed in article 9-1.00. Notwithstanding the time limit specified in the first subparagraph of paragraph a) of clause 9-1.03, the employee may validly submit a grievance as long as he or she is performing the duties.

In the event of arbitration, clause 6-1.15 shall apply and the ensuing decision cannot have any retroactive effect prior to the date on which it was filed at the Board.

The fact that the changes occurred under the former collective Agreement cannot invalidate the grievance provided that it was filed within thirty (30) workdays of the coming into force of the Agreement.

**6-1.08**

The arbitrator who decides a grievance filed under clauses 6-1.06 and 6-1.07 shall only have the power to grant a monetary compensation equal to the difference between the employee's salary and the higher salary which corresponds to the class of employment the duties of which the employee proved that he or she performed principally and customarily as required by the Board.

The arbitrator's decision must comply with the Classification Plan and he or she must establish the similarity between the employee's characteristic functions and those prescribed in the Classification Plan.

The monetary compensation prescribed in this clause shall be calculated under clause 6-2.13.

**6-1.09**

If the arbitrator cannot establish the similarity referred to in clause 6-1.08, the following provisions shall apply:

- a) within twenty (20) workdays of the arbitrator's decision, the negotiating parties shall meet in order to determine a monetary compensation within the salary scales prescribed in the Agreement and shall agree, if need be, on the class of employment used as a basis, in accordance with clauses 6-1.06 and 6-1.07, in order to determine the said compensation;
- b) failing an agreement, the Union may request that the arbitrator determine the monetary compensation by finding in the Agreement a salary which is the closest to a salary which corresponds to duties similar to those of the employee concerned in the public and parapublic sectors.

**6-1.10**

In the case of a grievance submitted under clause 6-1.06 or 6-1.07, if, within thirty (30) days following the arbitrator's decision under clause 6-1.08 or 6-1.09, the Board has not re-established the employee's duties to those prior to the grievance, the employee shall obtain the class of employment corresponding to the duties that he or she has shown to have performed principally and customarily.

**6-1.11**

If the Board decides to maintain a position for which, under clause 6-1.09, the arbitrator was not able to establish similarity, it shall approach the Management Committee in order to obtain the creation of a new class of employment which shall at least include the characteristic functions of that position. The procedures prescribed in clauses 6-1.13 and 6-1.14 shall then apply.

**6-1.12**

For as long as this class has not been created and the salary has not been determined, the employee concerned shall continue to receive the monetary compensation prescribed in clause 6-1.08 or 6-1.09 for as long as he or she occupies the said position.

**Creation of New Classes of Employment or Changes in Duties or Qualifications****6-1.13**

If, during the life of the Agreement and after consulting the union group, new classes of employment are created by the management group or if the duties or qualifications of a class of employment are changed, the negotiating parties shall determine the applicable salary rate on the basis of the rates prescribed for similar positions in the public and parapublic sectors.

**6-1.14**

If, during the forty (40) workdays following the notice of the creation of the new class of employment or the notification of a change made by the management group, there is no agreement with the union group on the salary rate proposed by the management group, the union group may then, within the next twenty (20) workdays, submit a grievance directly to arbitration according to the procedure prescribed in clause 6-1.15. The arbitrator must make a decision on the new rate by taking into account the rates in effect for similar positions in the public and parapublic sectors.

**Arbitration****6-1.15**

For the purpose of clauses 6-1.08, 6-1.09, 6-1.14 and 7-1.02, the grievances submitted to arbitration shall be decided upon, for the duration of the Agreement, by the following arbitrators:

BARRETTE, Jean  
BEAUPRÉ, René  
BHÉRER, Jacques  
LAMY, Francine

MORO, Suzanne  
TOUSIGNANT, Lyse  
TREMBLAY, Denis  
VEILLEUX, Diane

or any person appointed by the negotiating parties to act as arbitrator under this clause.

The chief arbitrator whose name appears in clause 9-2.02 shall see to the distribution of the grievances among the arbitrators appointed under this clause. The procedure prescribed in article 9-2.00 shall apply by making the necessary changes.

**6-1.16**

The time limits mentioned in this article shall be compulsory unless there is a written agreement to the contrary. Failure to comply with the time limits shall render the grievance null and void.

**6-2.00 DETERMINATION OF STEP****At the Time of Hiring****6-2.01**

The salary step of each new employee shall be determined according to the class of employment assigned to him or her, taking into account his or her schooling and experience, under this article.

**6-2.02**

The step shall usually correspond to one (1) complete year of recognized experience. It shall denote the salary rate on the scales prescribed in Appendix I.

**6-2.03**

An employee who possesses only the minimum qualifications specified in the Classification Plan to obtain a class of employment shall be entitled to the first step of the class.

**6-2.04**

An employee who possesses more years of experience than the minimum specified in the Classification Plan for his or her class of employment shall be granted one step per additional year of experience, provided that this experience be deemed valid and directly relevant to the duties outlined in his or her class of employment.

In order to be recognized for the purpose of determining the step in a class of employment, the experience must be relevant and must have been acquired with the Board or with another employer in a class of employment of an equivalent or higher level than this class of employment, taking into account the qualifications required by the class of employment.

The relevant experience acquired in a class of employment of a level lower than the employee's class of employment may be used solely to meet the qualifications required by the class of employment.

#### **6-2.05**

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

### **Advancement in Step**

#### **6-2.06**

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

The subsequent advancement in step shall usually be granted on the anniversary date of the first advancement.

This clause shall apply subject to clause 6-2.08.

#### **6-2.07**

The employee who is temporarily laid off due to a periodic slowdown or seasonal shutdown of activities in his or her sector shall be considered as being in the service of the Board during that period for the purpose of determining the date of his or her advancement in step as well as for the purpose of advancement in step.

#### **6-2.08**

The period of time spent in a step shall usually be one (1) year and each step shall correspond to one (1) year of experience.

Notwithstanding any provision to the contrary, no advancement in step shall be granted for the period from January 1, 1983 to December 31, 1983 and the step thus lost may in no way be recuperated.

Moreover, the months between January 1, 1983 and December 31, 1983 may not be taken into account when determining any subsequent step or when applying clauses 6-2.06, 6-2.13, 6-2.14 and 6-2.15.

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

#### **6-2.09**

The transition from one step to another shall take place following an annual evaluation of the employee; an advancement in step is granted, unless the evaluation was unsatisfactory.

#### **6-2.10**

If the advancement in step is not granted, the Board shall notify the employee and the Union at least fifteen (15) days before the date foreseen for the said advancement. In the event of a grievance, the burden of proof shall rest with the Board.

**6-2.11**

The advancement of two (2) additional steps shall be granted on the advancement date foreseen when the employee has successfully completed professional improvement studies equivalent to one (1) year of full-time studies, provided that the studies are deemed directly relevant by the Board and that they are greater in terms of schooling than the qualifications specified in the Classification Plan for his or her class of employment.

**6-2.12**

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

**Determination of the Step at the Time of a Promotion, Transfer or Demotion****6-2.13 At the Time of a Promotion**

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

A) 1) Categories of Technical and Paratechnical Support and Administrative Support Positions

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

2) Category of Labour Support Positions

The transition of the employee's salary rate to the rate of the new class of employment must ensure a minimum increase of \$0.10/hour; failing that, the employee shall receive the rate of the new class of employment and a lump sum spread over each of his or her pays to make up the difference up to the minimum \$0.10/hour.

B) The employee shall be placed in the step in his or her new class of employment which corresponds to his or her years of experience recognized as being valid and directly relevant to the performance of the duties of this new class.

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

1) Categories of Technical and Paratechnical Support and Administrative Support Positions

The employee shall receive an increase determined as follows:

- his or her overscale salary increased by one third (1/3) of the difference between the maximum salary prescribed in the scale of the class of employment that he or she is leaving and the maximum salary prescribed in the scale of the class of employment to which he or she is promoted; this increase must ensure an increase at least equal to the difference between the first two (2) steps of his or her new class of employment; the increase shall be paid as a lump sum spread over each of the employee's pays.

2) Category of Labour Support Positions

The employee shall receive an increase which is determined in the following manner:

- his or her overscale salary rate increased by one third (1/3) of the difference between the rate prescribed for the class of employment that he or she is leaving and the rate prescribed for the class of employment to which he or she is promoted; the salary rate shall ensure an increase of at least \$0.10/hour; this increase shall be paid as a lump sum spread over each of the employee's pays.

**6-2.14 At the Time of a Transfer**

When an employee is transferred, he or she shall be placed in the step of the new class of employment which corresponds to his or her years of experience recognized as being valid and directly relevant to the performance of the duties of this new class or the employee shall retain his or her current salary rate if the latter is more advantageous.

**6-2.15 At the Time of a Demotion**

- A) An employee who is demoted voluntarily shall receive the salary which corresponds to the more advantageous of the following formulas:
- 1) he or she shall be placed in the step of the new class of employment, the salary rate of which is immediately below that which he or she receives;
  - 2) he or she shall be placed in the step of the new class of employment corresponding to his or her years of experience recognized as being valid and directly relevant to the performance of the duties of this class.
- B) An employee who is demoted involuntarily shall obtain the salary which corresponds to the more advantageous of the formulas prescribed in the preceding paragraph A), on the condition that the difference between the salary in his or her new class of employment and the salary he or she received before his or her demotion be made up by a lump sum spread over each of his or her pays and paid over a maximum period of two (2) years after the demotion.

However, the employee who, within a two (2)-year period following his or her demotion, obtains a position which would have constituted a transfer had he or she not been demoted shall then receive the same salary that he or she would have received had he or she had not been demoted.

**6-2.16**

An employee who receives a lump sum under clauses 6-2.13 and 6-2.15 of the former Agreement shall continue to do so in the manner prescribed in those clauses and for the time specified therein.

This clause cannot result in modifying the parties' rights and obligations prescribed in clauses 6-2.13 and 6-2.15 of the former Agreement.

**6-3.00 SALARY**

**6-3.01 Salary Rates and Scales**

The employee shall be entitled to the salary rate applicable to him or her according to the class of employment as determined under article 6-1.00 and his or her step, if any, as determined under article 6-2.00.

**6-3.02**

The hourly salary rates and scales applicable to employees for each of the years of the Agreement shall be increased according to criteria provided for in clauses 6-3.03 to 6-3.08 and shown in Appendix I.

**6-3.03 Period from April 1<sup>st</sup>, 2010 to March 31<sup>st</sup>, 2011**

The salary rates and scale applicable on March 31<sup>st</sup>, 2010 shall be increased as of April 1<sup>st</sup>, 2010, by a percentage equal to zero point five percent (0.5%).

**6-3.04 Period from April 1<sup>st</sup>, 2011 to March 31<sup>st</sup>, 2012**

The salary rates and scale applicable on March 31<sup>st</sup>, 2011 shall be increased as of April 1<sup>st</sup>, 2011, by a percentage equal to zero point seventy-five percent (0.75%).

**6-3.05 Period from April 1<sup>st</sup>, 2012 to March 31<sup>st</sup>, 2013**

The salary rates and scale applicable on March 31<sup>st</sup>, 2012 shall be increased as of April 1<sup>st</sup>, 2012, by a percentage equal to one percent (1.0%).

The percentage determined in the preceding subparagraph shall be increased, as of April 1<sup>st</sup>, 2012, by one point twenty-five (1.25) times the difference between the cumulative increase (sum of the annual variations) in Québec's nominal Gross Domestic Product (GDP)<sup>1</sup> based on Statistics Canada data for the years 2010 and 2011<sup>2</sup> and the forecast cumulative increase (sum of the annual variations) in Québec's nominal GDP for the same years, established at three point eight percent (3.8%) for the year 2010 and at four point five percent (4.5%) for the year 2011. The percentage increase so computed may not, however, be greater than zero point five percent (0.5%).

The increased prescribed in the preceding subparagraph shall be included in the employees' pay within sixty (60) days following the publication of the Statistics Canada data regarding Québec's nominal GDP for the year 2011.

**6-3.06 Period from April 1<sup>st</sup>, 2013 to March 31<sup>st</sup>, 2014**

The salary rates and scale applicable on March 31<sup>st</sup>, 2013 shall be increased as of April 1<sup>st</sup>, 2013, by a percentage equal to one point seventy-five percent (1.75%).

The percentage determined in the preceding subparagraph shall be increased, as of April 1<sup>st</sup>, 2013, by one point twenty-five (1.25) times the difference between the cumulative increase (sum of the annual variations) in Québec's nominal Gross Domestic Product (GDP)<sup>1</sup> based on Statistics Canada data for the years 2010, 2011 and 2012<sup>3</sup> and the forecast cumulative increase (sum of the annual variations) in Québec's nominal GDP for the same years, established at three point eight percent (3.8%) for the year 2010, at four point five percent (4.5%) for the year 2011 and at four point four percent (4.4%) for the year 2012. The percentage increase so computed may not, however, be greater than two percent (2.0%) less the increase granted on April 1<sup>st</sup>, 2012 as prescribed in the 2<sup>nd</sup> subparagraph of clause 6-3.05.

The increased prescribed in the preceding subparagraph shall be included in the employees' pay within sixty (60) days following the publication of the Statistics Canada data regarding Québec's nominal GDP for the year 2012.

**6-3.07 Period from April 1<sup>st</sup>, 2014 to March 31<sup>st</sup>, 2015**

The salary rates and scale applicable on March 31<sup>st</sup>, 2014 shall be increased as of April 1<sup>st</sup>, 2014, by a percentage equal to two percent (2.0%).

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<sup>1</sup> Gross Domestic Product, expenditure-based, for Québec, at current prices. Source: Statistics Canada, CANSIM, Table 384-0002, serial number CANSIM v687511.

<sup>2</sup> As of the first available estimate from Statistics Canada of Québec's nominal GDP for the year 2011 and its estimate at the same moment of Québec's nominal GDP for the years 2009 and 2010.

<sup>3</sup> As of the first available estimate from Statistics Canada of Québec's nominal GDP for the year 2012 and its estimate at the same moment of Québec's nominal GDP for the years 2009, 2010 and 2011.



The percentage determined at the preceding subparagraph shall be increased, as of April 1<sup>st</sup>, 2014, by one point twenty-five (1.25) times the difference between the cumulative increase (sum of the annual variations) in Québec's nominal GDP<sup>1</sup> based on Statistics Canada data for the years 2010, 2011, 2012 and 2013<sup>2</sup> and the forecast cumulative increase (sum of the annual variations) in Québec's nominal GDP for the same years, established at three point eight percent (3.8%) for the year 2010, at four point five percent (4.5%) for the year 2011, at four point four percent (4.4%) for the year 2012 and at four point three percent (4.3%) for the year 2013. The percentage increase so computed may not, however, be greater than three point five percent (3.5%) less the increase granted on April 1<sup>st</sup>, 2012 as prescribed in the 2<sup>nd</sup> subparagraph of clause 6-3.05 and the increase granted on April 1<sup>st</sup>, 2013 as prescribed in the 2<sup>nd</sup> subparagraph of clause 6-3.06.

The increased prescribed in the preceding subparagraph shall be included in the employees' pay within sixty (60) days following the publication of the Statistics Canada data regarding Québec's nominal GDP for the year 2013.

### **6-3.08      Adjustment as of March 31<sup>st</sup>, 2015**

The salary rates and scale applicable on March 30<sup>th</sup>, 2015 shall be increased, as of March 31<sup>st</sup>, 2015, by a percentage equal to the difference between the cumulative variations (sum of the annual variations) in the consumer price index<sup>3</sup> for Québec, based on Statistics Canada data for the Agreement years 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015<sup>4</sup> and the cumulative salary parameters (sum of the annual parameters) determined in clauses 6-3.03 to 6-3.07, including adjustments arising from an increase in Québec's nominal GDP. The percentage increase so computed may not, however, be greater than one percent (1.0%).

The increased prescribed in the preceding subparagraph shall be included in the employees' pay within sixty (60) days following the publication of the Statistics Canada data regarding Québec's nominal GDP for the month of March 2015.

### **6-3.09**

The employees in the employ of the Board when payment of the increase referred to in the second subparagraph of clauses 6-3.05, 6-3.06, 6-3.07 and of the first subparagraph of clause 6-3.08, as the case may be, is made, shall receive retroactivity within sixty (60) days of the publication of the data concerning each of these clauses.

Within one hundred and twenty (120) days of the date of payment, the Board shall provide the Union with the list of employees whose employment ended between the start of the periods referred to in clauses 6-3.05, 6-3.06, 6-3.07 and in the first subparagraph of clause 6-3.08 and the payment of the increase provided for therein.

To receive the amounts provided for in the preceding subparagraph, the employee must make a written request to the Board within the one hundred and twenty (120) days of the Union receiving the list. In the event of the employee's death, the request may be made by his or her heirs or assigns.

The amounts owing in accordance with the preceding subparagraph are payable within sixty (60) days of the receipt of the request.

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<sup>1</sup> Gross Domestic Product, expenditure-based, for Québec, at current prices. Source: Statistics Canada, CANSIM, Table 384-0002, serial number CANSIM v687511.

<sup>2</sup> As of the first available estimate from Statistics Canada of Québec's nominal GDP for the year 2013 and its estimate at the same moment of Québec's nominal GDP for the years 2009, 2010, 2011 and 2012.

<sup>3</sup> Consumer Price Index for Québec. Source: Statistics Canada, CANSIM, Table 326-0020, serial number CANSIM v41691783.

<sup>4</sup> For each year of the Agreement, the annual variation in the consumer price index corresponds to the variation between the average indexes for the months of April to March of the Agreement year concerned and the average indexes for the preceding months of April to March.

**Overrate or Overscale Employees****6-3.10**

The employee whose salary rate on the day preceding the date on which the salary scales and rates are increased is higher than the single rate or the maximum of the salary scale in effect for his or her class of employment shall receive, on the date on which the salary rates and scales 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 single salary rate or step situated at the maximum of the scale of the preceding March 31 corresponding to his or her class of employment.

**6-3.11**

If the application of the minimum rate of increase determined in clause 6-3.10 has the effect of placing, on April 1, an employee who was overscale or overrate on March 31 of the preceding year at a salary which is lower than the maximum step of the scale or single salary rate corresponding to his or her class of employment, the minimum rate of increase is brought to the percentage necessary to permit the employee to reach that step or single salary rate.

**6-3.12**

The difference between, on the one hand, the percentage increase of the maximum step of the salary scale or the single salary rate corresponding to the employee's class of employment and, on the other hand, the minimum rate of increase determined under clauses 6-3.10 and 6-3.11 shall be paid to him or her as a lump sum calculated on the basis of his or her salary rate on March 31.

**6-3.13**

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

**Responsibility Premiums, Premiums for Regional Disparities and Other Premiums, Rates or Allowances****6-3.14**

The premiums and allowances referred to in this clause are found in the Agreement in the clauses mentioned hereinafter for the periods covered by article 6-3.00:

- responsibility premiums in paragraphs A), B), C) and D) of clause 6-5.01;
- premiums (evening and night) in paragraphs A) and B) of clause 6-5.02;
- annual isolation and remoteness premiums in clause 6-6.02.

**6-3.15**

The premiums and allowances, except for the premiums and allowances expressed as a percentage of salary, shall be increased as of the same date and at the same percentage than those determined in clauses 6-3.02 to 6-3.08.

**6-4.00 TRAVEL EXPENSES****6-4.01**

The employee who is required to travel within or outside the Board's territory in order to perform his or her duties must be reimbursed for the expenses actually incurred for this purpose, upon presentation of supporting vouchers in accordance with the norms established by the Board and at the most favourable rate applicable to all of the unionized groups at the Board.

6-4.02

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

6-4.03

The employee who uses his or her car shall be entitled to a reimbursement at the most favourable rate applicable to all of the unionized groups at the Board.

6-4.04

The other expenses (public transportation, taxis, parking, lodging and meals) shall be reimbursed upon presentation of supporting vouchers in accordance with the norms of the Board and at the rate prescribed in clause 6-4.01.

6-4.05

The employee who uses his or her automobile for work purposes must provide proof that his or her insurance policy covers that purpose and that his or her public liability coverage is at least one million dollars (\$1 000 000) for damages to another's property.

6-4.06

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

However, if no such requirement existed at the time the employee was assigned to a position, the possession of a vehicle as a subsequent requirement may not cause the employee concerned to lose his or her position or employment.

6-4.07

The Board may not compel an employee to transport heavy material or equipment which could damage or cause abnormal wear to his or her vehicle.

6-4.08

Travelling time in the service of the Board must be considered, as work time if the employee travels, the same day, at the Board's request, from one workplace to another within the locality where he or she is assigned<sup>1</sup>. Any travel outside the locality where the employee is assigned shall be governed by the policies of the Board.

6-5.00      PREMIUMS

6-5.01      Responsibility Premiums

A)      Lead Hand Premium

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

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

<sup>1</sup> For this purpose, any travel between Chisasibi and LG2 shall be considered as travel within the same "locality".

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

**B) Premium for Additional Responsibility**

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

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

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

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

**C) Pipe Welder Premium**

The welder who possesses the "high pressure welder certificate" issued by the Ministère du Travail and the Société québécoise de développement de la main-d'oeuvre or a certificate of competency in fitting and welding issued by the Ministère de l'Emploi et de la Solidarité sociale (Emploi Québec) shall receive, when he or she is required to work in this capacity, in addition to the salary rate provided for his or her class of employment and for each hour thus worked, an hourly premium according to the rate in effect:

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

**D) Premium for a Caretaker Assigned to a School Equipped with a Steam Heating System**

The class I or class II caretaker assigned to a school (building) equipped with a steam heating system regulated by the *Stationary Enginemen Act* (R.S.Q., c. M-6) shall be entitled, in addition to the salary rate provided for his or her class of employment, to a weekly premium, provided that he or she is in charge of operating and supervising the system and that he or she possesses the necessary certificate of competence. The premium shall be:

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

6-5.02 Evening and Night Shift Premiums

A) Evening Shift Premium

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

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

B) Night Shift Premium

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

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

Premiums are considered or paid only when an employee actually works his or her regular working hours.

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

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

- eleven percent (11%) equals twenty-two point six (22.6) days;
- twelve percent (12%) equals twenty-four (24) days;
- fourteen percent (14%) equals twenty-eight (28) days.

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

**6-6.00 REGIONAL DISPARITIES****6-6.01 Definitions**

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

**a) Dependent**

The spouse and dependent child<sup>1</sup> and any other dependent as defined in the *Taxation Act* (R.S.Q., c. I-3) provided the latter resides with the employee. However, for the purpose of this article, the income earned from a job by the employee's spouse shall not nullify the latter's status as dependent.

The fact that a child attends a secondary school declared to be of public interest situated elsewhere than in the employee's place of residence shall not nullify his or her status as dependent if no public secondary school is accessible where the employee lives.

Moreover, the fact that a child attends preschool or elementary school, recognized of public interest, in a locality other than the employee's place of residence shall not remove his or her status of 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 employee lives.

A child who is twenty-five (25) years of age or less who meets the three (3) following conditions<sup>2</sup> shall also be deemed to have the status of dependent:

- 1) the child is a full-time student attending a post-secondary educational institution, recognized of public interest, in a locality other than the place of residence of the employee working in a locality situated in Sectors I and II;
- 2) the child had the status of dependent during the twelve (12) months preceding the beginning of his or her post-secondary education program;
- 3) the employee has provided the supporting documents vouchers attesting that the child is pursuing full-time post-secondary studies, either proof of registration at the start of the session or proof of attendance at the end of the session;

this recognition shall allow the employee to maintain his or her level of premiums with dependent prescribed in clause 6-6.02, and the child to benefit from the provisions of clauses 6-6.13, 6-6.14, 6-6.15 and 6-6.16, it being specified that transportation expenses allocated to the dependent child and arising through other programs shall be deducted from the benefits related to outings for this dependent child<sup>1</sup>.

Moreover, the child twenty-five (25) years of age or less who is no longer considered a dependent for the application of the present clause, and who is a full-time student at a post-secondary school recognized of public interest, shall again have the status of dependent if he or she meets conditions 1) and 3) mentioned above<sup>2</sup>.

**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. This point of departure may be modified by an agreement between the Board and the employee subject to it being situated in one of the localities of Québec.

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<sup>1</sup> Dependent child: a child of an employee, of an employee's spouse or of both or a child living with the employee for whom adoption procedures have been undertaken, who is neither married nor joined in civil union and is living or domiciled in Canada, who depends on the employee for his or her financial support and who is under eighteen (18) years of age; every child under twenty-five (25) years of age who is a duly registered student attending a recognized learning institution on a full-time basis or a child of any age who became totally disabled before reaching his or her eighteenth (18<sup>th</sup>) birthday or before reaching his or her twenty-fifth (25<sup>th</sup>) birthday if he or she was a duly registered student attending a recognized learning institution on a full-time basis and has remained continuously disabled ever since.

<sup>2</sup> These provisions shall apply as of the 2006-2007 school year.

The fact that an employee in the public and parapublic sectors works in one of the sectors prescribed in subparagraph c) changes employer in the public and parapublic sectors shall not modify his or her point of departure.

c) Sectors

Sector I

Mistissini, Whapmagoostui, Chisasibi, Waswanipi, Oujé-Bougoumou

Sector II

Wemindji, Eastmain, Waskaganish, Nemaska

Premiums

6-6.02

The employee working in one of the sectors mentioned in clause 6-6.01 shall receive an annual isolation and remoteness premium according to the following table:

		Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
SECTORS		per year	per year	per year	per year	per year
With dependents	Sector II	\$15 326	\$15 441	\$15 595	\$15 868	\$16 185
	Sector I	\$11 786	\$11 874	\$11 993	\$12 203	\$12 447
No dependents	Sector II	\$8 695	\$8 760	\$8 848	\$9 003	\$9 183
	Sector I	\$7 368	\$7 423	\$7 497	\$7 628	\$7 781

6-6.03

The employee in a part-time position who works in one of the sectors mentioned above shall receive the premium in proportion to the hours worked compared to the regular workweek prescribed in clause 8-2.01.

6-6.04

The amount of the isolation and remoteness premium shall be adjusted in proportion to the duration of the employee’s assignment in the Board’s territory included in one of the sectors described in clause 6-6.01 in relation to one year.

6-6.05

If both members of a couple work for the Board or if both work for two (2) different employers in the public and parapublic sectors, only one of the two may avail himself or herself of the premium applicable to the employee with dependent(s), if he or she has one or more dependents other than his or her spouse. If he or she has no dependent other than his or her spouse, each shall be entitled to the premium in the "no dependents" scale, despite the definition of the term "dependent" found in clause 6-6.01.

6-6.06

- A) Subject to clause 6-6.04, the Board shall cease to pay the isolation and remoteness premium established in this article if the employee and his or her dependents deliberately leave the territory during a paid leave or absence for more than thirty (30) days, except for annual vacation, sick leave, maternity leave, leave for adoption or leave due to a work accident or occupational disease.

- B) The employee may not benefit from clauses 6-6.19 to 6-6.21 during a leave prescribed in clause 5-4.45 or in clause 5-4.51, except for a part-time leave without salary.
- C) The employee on a maternity leave prescribed in section II of article 5-4.00 and the employee on a leave for adoption prescribed in clause 5-4.34 shall continue, if need be, to benefit from the other provisions of this article, provided that he or she continue to reside during the leave in one of the sectors mentioned in clause 6-6.01.

### Other Benefits

#### 6-6.07

The Board shall assume the following expenses incurred by every employee recruited in Québec from more than fifty (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 mentioned in clause 6-6.01:

- a) the transportation expenses of the transferred employee 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) two hundred and twenty-eight (228) kilograms for each adult or each child twelve (12) years of age and over,
  - 2) one hundred and thirty-seven (137) kilograms for each child under the age of twelve (12);
- c) the cost of transporting his or her furniture other than that provided by the Board, if applicable;
- d) the cost of transporting an all-terrain vehicle, a snowmobile or a motorcycle, using ground or boat transport;
- e) the cost of storing his or her furniture, if applicable.

#### 6-6.08

If the employee eligible for the provisions of subparagraphs b), c), d) and e) of clause 6-6.07 decides not to avail himself or herself of some or of all of them immediately, he or she shall remain eligible for the said provisions during the year following the date on which the assignment began.

#### 6-6.09

- A) These expenses shall be payable provided that the employee 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 employee's first assignment: from the point of departure to the place of assignment;
  - 2) the employee is laid off by the Board: from the place of assignment to the point of departure;
  - 3) the recall by the Board of the employee laid off under article 7-3.00: 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 employee: from one place of assignment to another;
  - 5) the employee's resignation: from the place of assignment to the point of departure. Unless the Union and the Board agree otherwise, the expenses shall not be reimbursed if the employee resigned before the thirty-first (31<sup>st</sup>) calendar day of the start of his or her assignment in one of the sectors mentioned in clause 6-6.01 in order to work for another employer;



- 6) the employee's death: from the place of assignment to the point of departure;
  - 7) when an employee 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 6-6.07 shall also be payable to the employee whose point of departure is situated fifty (50) kilometres or less from the locality where he or she performs his or her duties.
- B) The expenses shall be borne by the Board upon presentation of supporting vouchers.
  - C) In the case of an employee 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 paragraph a) of clause 6-6.07 and clause 6-6.14, the Board shall pay in advance to the carrier the transportation costs of the displaced employee 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 an employee not covered by the preamble to clause 6-6.07.
  - F) Clause 6-6.14 shall also apply to an employee assigned or transferred to a locality situated more than fifty (50) kilometres from the locality where he or she was recruited.

#### 6-6.10

For the purpose of paragraph e) of clause 6-6.07, the parties agree that the Board shall assume the costs of storing the employee's furniture according to the following terms and conditions:

- a) unless there is an agreement to the contrary between the Board and the employee, the employee must submit to the Board at least three (3) written estimates or quotations of the costs to be incurred from recognized reputable furniture storage companies;
- b) the employee shall store his or her furniture with the company which gave the lowest bid (or quotation);
- c) these costs shall be borne by the Board at the earliest on the date on which the employee begins his or her assignment in one of the sectors mentioned in clause 6-6.01 and, at the latest, on the date on which the employee is no longer assigned in that sector;
- d) unless there is an agreement to the contrary between the Board and the employee, 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 borne by the employee.

#### 6-6.11

The weight of two hundred and twenty-eight (228) kilograms prescribed in subparagraph 1) of paragraph b) of clause 6-6.07 shall be increased by forty-five (45) kilograms per year of service spent in one of the sectors described in clause 6-6.01 in the employ of the Board.

#### 6-6.12

If both spouses, within the meaning of clause 5-3.02, work for the Board, only one of the two may avail himself or herself of the benefits of clauses 6-6.07 to 6-6.11. If the employee or his or her spouse receives equivalent benefits from another employer or another source, the Board shall not be required to provide any reimbursement.

## Outings

### 6-6.13

The fact that the spouse is employed by the Board or by another employer cannot have the effect of granting the employee more paid outings than that prescribed in the Agreement.

### 6-6.14

- A) In proportion to the duration of his or her assignment in one of the sectors described in clause 6-6.01, the Board shall assume for the employee recruited from more than fifty (50) kilometres from the locality where he or she performs his or her duties the expenses inherent to a maximum of three (3) outings per year for the employee 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 borne by the Board under this clause shall cover the return trip from the place of assignment to the employee's point of departure.
- C) In the case of the employee recruited outside Québec, these expenses must not exceed the lesser of the following amounts:
  - 1) the equivalent of the cost of a return regular flight from the place of assignment to his or her domicile at the time of engagement;
  - 2) 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 borne or reimbursed by the Board upon presentation of supporting vouchers by the employee.
- E) The point of departure shall not be modified due to the fact that the regular employee who was laid off because of surplus of personnel and is subsequently rehired chose to remain in the territory during the period of unemployment.
- F) One of the outings to which the employee is entitled in accordance with paragraph A) may be used by his or her nonresident spouse or child or by his or her father, mother, brother or sister to visit the employee.
- G) If an employee or one of his or her dependents must immediately leave his or her place of work situated in one of the sectors mentioned in clause 6-6.01 because of an illness, accident or complication related to pregnancy, the Board shall pay for the cost of the return flight. The employee must prove that it was necessary for him or her to leave immediately. An attestation from the nurse or physician in the locality or, if the attestation cannot be obtained locally, a medical certificate from the attending physician shall be accepted as proof. The Board shall also pay for the return flight of the person who accompanies the person evacuated from the place of work.

### 6-6.15

The trips of the employee and his or her dependents prescribed in clauses 6-6.07 and 6-6.09 must be included in the outings to which he or she is entitled under clause 6-6.14.

### 6-6.16

The employee 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 forty-five (45) kilograms per person, once a year (return trip), for one of the outings prescribed in clause 6-6.14.

Reimbursement of Transit Expenses

6-6.17

The Board shall reimburse the employee, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and lodging, if need be) for himself or herself and for his or her dependents when he or she is hired and on any authorized trip prescribed in clause 6-6.14, provided that the expenses not be assumed by a carrier.

These expenses shall be limited to the amounts prescribed in the policy established by the Board applicable to all its employees.

Death

6-6.18

In the event of the death of the employee or of one of his or her dependents, the Board shall pay for the repatriation of the mortal remains. Moreover, in the event of the employee’s death, the Board shall reimburse the dependents for the expenses inherent to the return trip from the place of assignment to the burial place situated in Québec.

Lodging

6-6.19

Only the obligations and practices of the Board to provide a furnished dwelling for the employee at the time of his or her engagement shall be maintained.

6-6.20

The rent charged to employees shall be that determined hereinafter and based on the number of employees living in the dwelling. Thus, if two (2) employees 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 an employee who leaves his or her dwelling for the duration of his or her annual vacation, these rates shall not apply for the duration of his or her vacation if the Board uses the dwelling during that period.

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

6-6.21

The rent charged to an employee shall be adjusted on January 1 of each year in relation to the average progression of the salary rates and scales.

**6-6.22**

The Board shall be required to withhold and deduct from the employee's pay the amount that he or she must pay as rent to the Board.

**6-6.23**

In the case where an employee, accompanied by his or her dependents, temporarily leaves the locality where he or she is assigned for an authorized leave of a minimum duration of thirty (30) consecutive working days and whom the Board must replace and no other dwelling is available, the employee shall cede his or her dwelling. The Board shall:

- pay the transportation, by a recognized firm, of all the personal effects and furniture of the employee concerned, including packing and storage with a recognized firm;
- reimburse the costs of the disconnection and reinstallation of the telephone service;
- replace, upon his or her return, all the personal effects and furniture in the same dwelling that the employee occupied before his or her leave.

**6-6.24**

Where an employee is on an authorized leave for a minimum duration of thirty (30) consecutive working days and must be replaced but who does not vacate his or her dwelling, the Board shall call upon its personnel occupying a dwelling of the Board of the locality concerned to volunteer to share the dwelling.

If an employee decides to share his or her dwelling voluntarily, the rent shall be shared equally among the occupants. However, the employee who accepts to share his or her dwelling shall be exempted from paying his or her share during the period of joint occupancy.

**Food Transportation****6-6.25**

The employee who must provide for his or her own food provisions in the localities of Whapmagoostui, Wemindji, Eastmain, Waskaganish and Nemaska shall benefit, upon presentation of supporting vouchers, from the payment of the food transportation expenses up to the following weights:

- a) seven hundred and twenty-seven (727) kilograms per year per adult and per child of twelve (12) years of age and over;
- b) three hundred and sixty-four (364) kilograms per year per child under twelve (12) years of age.

The transportation shall be carried out by road, parcel post or air freight, whichever is the least expensive, it being understood that the employee shall choose the supply centre but the Board shall be required to reimburse, in the case of ground transport, only the equivalent of the cost by ground transport from Val d'Or.

Each year, the employee who is reimbursed for food transportation costs shall be entitled, on March 1 of every year, to an additional allowance equal to sixty-six percent (66%) of the expenses incurred for food transportation for the preceding calendar year. The allowance shall be paid with the salary payment that includes March 1<sup>st</sup>.

**6-6.26**

The Board and the Union may agree upon different terms and conditions regarding the application of clause 6-6.25.

**6-7.00 LOAN AND RENTAL OF HALLS****6-7.01**

When the Board decides to assign work to its employees in relation to the loan and rental of halls, the employee to whom the Board assigns such a task outside his or her regular working hours shall benefit from the provisions of article 8-3.00, with the exception of clause 8-3.08 which shall not apply in such circumstances.

**6-7.02**

For the purpose of applying clause 6-7.01, the Board shall assign work related to the loan and rental of halls to employees in the following order:

- a) the class I or class II caretaker or the class I or class II night caretaker in the locality concerned;
- b) the class II maintenance workman in the locality concerned;
- c) any other employee in the labour support category in the locality concerned.

Seniority shall prevail in each of the steps mentioned above.

**6-8.00 PAYMENT OF SALARY****6-8.01**

Employees shall be paid at their place of work by cheque in a sealed envelope every second Thursday. Moreover, employees shall receive a paycheque covering the period ending June 30. If a Thursday falls on a paid legal holiday, employees shall be paid before noon, if possible, on the preceding workday.

An employee must receive his or her first paycheque within a maximum period of one (1) month of his or her hiring.

**6-8.02**

The pay slip must contain, in particular, the following information:

- a) name of the Board;
- b) employee's surname and given name;
- c) identification of the class of employment;
- d) number of hours paid at the regular rate;
- e) number of hours of overtime paid at the overtime rate, if applicable;
- f) gross salary and net salary;
- g) premiums;
- h) union dues;
- i) income tax deductions;
- j) contributions to the pension plan;
- k) contributions to the Québec Pension Plan;
- l) employment insurance contributions;
- m) period concerned;

- n) deductions for a credit union, if applicable;
- o) accumulation of earnings and deductions.

**6-8.03**

The Board and the Union may also agree in writing on a different method of payment from that described in clause 6-8.01. The Board and an employee may agree in writing on a method of payment different from that described in clause 6-8.01, such as credit transfer.

**6-8.04**

When the Board has given an employee more money than that to which he or she is entitled, without the employee being at fault, the Board shall agree with the employee on the terms and conditions of reimbursement. Failing an agreement, the Board shall deduct from the employee's regular salary an amount not exceeding ten percent (10%) of his or her gross salary for the period until the amount owing has been repaid.

However, the maximum amount per pay period may be exceeded in order to ensure total reimbursement of the employee's debt over a period of twelve (12) months from the first payment. Similarly, should the employee definitively leave the Board, the Board shall have the right to recover the total amount concerned from the amounts owing to the employee.

**6-8.05**

If the Board erroneously fails to pay an employee on the date foreseen or pays an amount which is less than the amount due, the Board shall, following a request from the employee concerned, take the necessary interim measures, without delay, for the payment of the amounts due.

**6-8.06**

The Board shall give an employee, within thirty (30) days of his or her departure, a signed statement of the amounts owing in salary and fringe benefits.

The Board shall give or forward to the employee, within thirty (30) days of his or her departure, a cheque for the amounts due.

**6-8.07**

The Board shall inform the employee in writing of the amount collected in his or her name from the Commission de la santé et de la sécurité du travail.

**6-8.08**

The Board shall indicate on the T-4 and Relevé 1 slips the total amount paid by an employee as union dues during the corresponding calendar year.

**6-9.00 VERIFICATION OF FURNACES****6-9.01**

The Board may require that an employee proceed with the verification of furnaces of the school and residences of the Board in his or her place of assignment on Saturdays, Sundays and paid legal holidays. In this case, the employee shall benefit from the provisions of article 8-3.00, with the exception of clause 8-3.08 which shall not apply in this case.

**6-9.02**

For the purpose of applying clause 6-9.01, the Board shall assign the verification of furnaces to employees in the following order:

- a) the class II stationary engineer assigned to the locality;
- b) the class III stationary engineer assigned to the locality;
- c) a certified maintenance workman assigned to the locality;
- d) another employee in the subcategory of qualified workman positions in the locality;
- e) another employee in the subcategory of maintenance and service positions in the locality.

Seniority shall prevail for each of the steps mentioned above.

**6-9.03**

If the law or regulations require that employees who perform work related to the verification of furnaces possess special qualifications, the preceding provisions shall apply only to employees who possess those qualifications.

**6-9.04**

Notwithstanding the foregoing, if, on the date of the coming into force of the Agreement the verifications were carried out by employees other than those in the subcategory of maintenance and service positions, the Board may continue to use those employees.

**CHAPTER 7-0.00                      MOVEMENT OF PERSONNEL AND SECURITY OF EMPLOYMENT****7-1.00            VACANT POSITIONS****7-1.01**

When a position becomes vacant, the Board shall have forty-five (45) days in which to decide whether to abolish or modify the position. If the position is abolished or modified, the Board shall inform the Union of its decision within fifteen (15) days.

**7-1.02**

The Board may assign all or part of the functions and duties of an abolished or modified position to other employees. Such an assignment cannot entail an excessive workload nor endanger the health and safety of the employees. When the abolishment of a position causes an employee to principally and customarily perform duties which correspond to a class of employment different from his or her own, this must be the subject of a written agreement between the Board and the Union and, in this case, clause 6-1.03 shall apply.

Failing agreement, the employee may file a grievance according to the procedure prescribed in clause 6-1.07. However, in the event of arbitration, clause 6-1.15 shall apply and the arbitrator shall carry out the mandate granted under clauses 6-1.03, 6-1.07 and 6-1.09.

**7-1.03**

Subject to article 7-3.00, when the Board decides to fill a permanently vacant or newly created position, other than a position of a temporary nature, it shall proceed in the following manner:

- a) it shall fill the position by choosing, in the same class of employment and in the same locality, from among:
  - the tenured employees in surplus;
  - the tenured employees who benefit from the right to return to the locality under article 7-3.00 or clause 7-7.20;
- b) it shall fill the position by choosing, regardless of the class of employment but in the same locality, from among the employees in surplus;
- c) it may fill the position by choosing, regardless of the class of employment or the locality, from among the employees in surplus;
- d) it shall address all its employees by posting in accordance with clause 7-1.04;
- e) it shall fill the position by choosing, in the same locality, from among its regular employees who have been laid off for less than two (2) years;
- f) it shall choose from among the temporary employees who are eligible or who are entered on the priority of employment list under clause 7-1.21;
- g) it may offer the position to any other candidate of its choice.

**7-1.04**

The notice prescribed in paragraph d) of clause 7-1.03 shall include, among others, a summary description of the position, a summary of the work schedule, the class of employment, the salary scale or rate, the required qualifications and other requirements determined by the Board, the duration of the regular workweek, the department or school, the deadline for applications as well as the name of the person to whom the application must be forwarded. The notice shall be posted in the locality where the position is offered for a minimum of ten (10) workdays and is forwarded to the Union. However, the notice shall be forwarded to all the localities for positions to be filled in administrative centres.



Any employee interested or affected by the posting may apply for the position according to the method prescribed by the Board; any employee may also obtain, for information purposes, any additional information about the job description from the person to whom the application must be forwarded.

For the purpose of this clause, Anglophone or Francophone employees in service on the date of the coming into force of the Agreement shall not be required to have a working knowledge of the Cree language to fill a position in the Board. Furthermore, the employees whose mother tongue is Cree shall not be required to have a working knowledge of French or English to maintain a position in the subcategory of maintenance and service positions.

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

The Board must post a notice within twenty (20) working days of the decision to amend or fill a position.

Within thirty (30) working days of the end of the posting, the Board shall forward to the Union, the names of the candidates and their seniority and shall indicate the name of the candidate selected. The employee must assume his or her position within ten (10) working days after he or she has been selected. Failing this, the Board shall assign the employee the class of employment and the conditions related to the new position as if he or she had assumed his or her duties.

Furthermore, under clause 7-1.24, the posting must also include the following terms and characteristics:

- A) the original position of a regular employee who is assigned to a specific position shall continue to be held by that employee for the first twenty-four (24) months, subject to the application of article 7-3.00;
- B) the specific position shall become a regular position if it is maintained beyond the first twenty-four (24) months;
- C) in that case, the position shall be granted to the employee who held the specific position in question.

Any employee who is interested by the posting may submit his or her application according to the method prescribed by the Board; he or she may also obtain, for information purposes, any additional information about the job description.

#### **7-1.05**

In the cases prescribed in clause 7-1.03, the employee or person concerned must have the required qualifications and meet the other requirements determined by the Board. Employees referred to in paragraph c) of clause 7-1.03 must be recommended by the school committee. The Board shall determine the means and methods for evaluating candidates.

When more than one employee possesses the required qualifications and meets the other requirements determined by the Board, the Board shall offer the position to the employee with the most seniority or according to the duration of employment in the case of employees registered on the priority of employment list.

In the case of the employees referred to in paragraph a) of clause 7-1.03, the position shall be offered according to seniority and the employee with the least seniority shall be required to accept it.

Any requirements determined by the Board, other than those prescribed in the Classification Plan, must be in keeping with the position to be filled.

A probationary employee who has obtained a position by the application of paragraph f) of clause 7-1.03 and who cannot keep his or her position during the probation period shall be reregistered on the priority of employment list according to the duration of employment that he or she had before obtaining the position, subject to the terms and conditions of the priority of employment list.

Notwithstanding the aforementioned, in the cases where there are other requirements determined by the Board with respect to knowledge of software used exclusively at the Board or within the school board network, the employee with the required qualifications and the most seniority shall obtain the position.

The employee or the person who obtains the position shall have a training period of fifty (50) days of actual work to allow him or her to acquire the knowledge required and to allow the Board to measure the employee's capacity to meet the particular requirements related to the software.

If, at the end of the training period, the Board deems that the employee cannot meet the particular requirements, it shall advise the Union and return the employee to his or her former position. In the event of arbitration, the burden of proof lies with the Board.

The employee who is transferred or demoted can decide to return to his or her former position within thirty (30) days of the transfer or demotion.

The application of the preceding subparagraphs shall cancel any movement of personnel and the employee concerned shall not be entitled to the income protection granted for a demotion. An employee may, in this respect, again become available and may be sent back to his or her original board, where applicable.

#### **7-1.06**

Clause 7-1.03 shall not apply when the Board decides to assign a vacant position to a beneficiary within the meaning of the James Bay and Northern Québec Agreement.

In this case, if more than one candidate meets the requirements determined by the Board and has the qualifications required in the Classification Plan, the position is given in priority to the candidate beneficiary who is an employee of the Board; in this last case, to fill the position, the Board shall take into account the respective seniority, experience and qualifications of the candidates; failing this, it shall offer the position to a person of its choice.

#### **7-1.07**

In the case of an administrative reorganization, the Board and the Union may agree on particular rules for the movement of personnel concerning the reorganization. Failing agreement, the provisions of this chapter shall apply.

#### **7-1.08**

As an exception to clause 7-1.05, failing sufficient schooling, relevant experience shall compensate at the rate of two (2) years of relevant experience for each year of insufficient schooling, it being understood that, after deduction, the balance of the relevant years of experience to a candidate's credit must suffice to meet the qualifications required for the class of employment in terms of experience. This exception shall apply to the category of administrative support positions, the subcategory of paratechnical support positions and the category of labour support positions. However, the employees who already belong to the category of technical and paratechnical support positions shall be considered as possessing the required qualifications for the class of employment they held.

#### **7-1.09**

Any movement resulting from the application of paragraphs b), c) and e) of clause 7-1.03 cannot constitute a promotion or have the effect of assigning to the person selected a salary scale the maximum of which is higher than that of his or her salary scale before being placed in surplus, or before acquiring a status equivalent to that of a surplus employee.

#### **7-1.10**

An employee's salary shall not be decreased as a result of a temporary assignment requested by the Board.

**7-1.11**

The regular employee who, at the Board's request, temporarily fills a position which would constitute a promotion if he or she were assigned to it on a regular basis shall be paid in the same manner as he or she would be if he or she were promoted to that position, as of the first day of his or her temporary assignment.

When such an assignment ends, the employee shall be reinstated in his or her regular position under the conditions and with the rights he or she had before his or her temporary assignment.

**7-1.12**

At any time during the adaptation period of fifty (50) days of actual work following any promotion, if the Board determines that the employee does not perform his or her duties adequately, it shall notify the Union and shall reinstate the employee in his or her former position. In the event of arbitration, the burden of proof lies with the Board.

The employee who has been promoted may decide to return to his or her former position within thirty (30) days of the promotion.

The application of the preceding paragraphs shall entail the cancellation of every movement of personnel resulting from the said promotion and the employee concerned shall not be entitled to the income protection granted in the case of a demotion. An employee may, in this context, again become available and return to his or her original board, where applicable.

**7-1.13**

The employee assigned on a regular basis to a position shall have the job title and the salary attached thereto as of his or her assignment.

**7-1.14**

When the Board decides to fill a temporarily vacant position, it shall proceed in the following manner:

- a) If the duration foreseen for the temporary vacancy is at least ten (10) working days:
  - 1) it shall offer the position to the employee whose leave for studies has been renewed in accordance with clauses 5-9.04 and 5-9.07;
  - 2) failing this, to fill the position temporarily, it may use the services of one (1) or more employees in surplus or support staff members in surplus in its employ;
  - 3) failing this, it shall offer the position, according to seniority, to the regular employee from the same locality laid off for at least two (2) years or the employee from the same locality laid off temporarily for whom the assignment does not conflict with the scheduled return to work;
  - 4) failing this, it shall choose, according to the duration of employment, among temporary employees from the same locality who are eligible and registered on the priority of employment list in accordance with clause 7-1.18;
  - 5) failing this, it may offer the position to any other person of its choice.

In the context of subparagraph 3) above, the employee shall not accumulate active service for the purpose of acquiring tenure. The employee's right of recall period of twenty-four (24) months shall be extended by an amount equal to the duration of the temporary assignment. Furthermore, the employee shall conserve his or her seniority for the duration of the extended priority of recall and shall lose his or her seniority when the priority of recall period comes to an end.

b) If the duration foreseen for the temporary vacancy is more than ten (10) working days:

- 1) it may use the services of one (1) or more employees in surplus or support staff members in surplus in its employ to fill the position temporarily;
- 2) failing this, it may designate an employee of its choice who is willing to fill the position temporarily; if no employee accepts, the Board may designate the employee from the same locality who is qualified and has the least seniority. Such an assignment must not cause the employee to hold two (2) positions at the same time. The Board may also establish a system by which two (2) or more employees from the same locality accept to fill the temporarily vacant position in rotation on a daily or weekly basis;
- 3) failing this, it may offer the position to any other person of its choice.

In the context of subparagraph 2) above, the assignment must not have the effect of causing the employee to hold two (2) concurrent positions. The employee's salary shall not be reduced due to an assignment requested by the Board.

In the context of the present clause, the employee or the person concerned may only obtain the position if he or she has the required qualifications and meets the other requirements determined by the Board.

When the Board hires an employee during a temporary work surfeit or during an unexpected event, it shall proceed in accordance with subparagraphs 3), 4) and 5) of paragraph a) of the present clause. Any such assignment may not exceed four (4) months, unless there is a written agreement with the Union.

#### **7-1.15**

After consulting the Union and, notwithstanding the provisions of this chapter, the Board may, at any time, reassign an employee for administrative reasons from one department or school to another, within the same department or school or from a department to a school or vice versa. The reassignment shall be carried out within the same class of employment and in the locality where the employee concerned is assigned on a regular basis.

#### **7-1.16**

As a specific exception, when, within the framework of paragraph d) of clause 7-1.03, an employee who holds a part-time position obtains a full-time position, the period of time constituting active service during which the employee occupied a part-time position with the Board shall then be recognized for the purpose of acquiring tenure.

The same shall apply for the purpose of applying paragraph e) of clause 7-1.03 to a regular employee who is laid off and who had a part-time position before his or her layoff and who obtains a full-time position.

In the context of paragraph d) of clause 7-1.03, this clause can apply only after the adaptation period of fifty (50) working days prescribed in clause 7-1.12.

#### **7-1.17**

When an employee who holds a part-time position obtains a second part-time position in the same class of employment, in the same locality, the two positions shall be combined.

## Priority of Employment List

### 7-1.18

When the Board decides to fill a temporarily vacant position under clause 7-1.14 or a permanently vacant or newly created position in the sense of paragraph f) of clause 7-1.03, it shall offer the position to an employee, based on the duration of employment, from among those who are registered on the priority of employment list and who have the required qualifications for the position as determined in the Classification Plan and who meet the other requirements determined by the Board.

### 7-1.19

The duration of employment shall be calculated in years, months, days and, where applicable, hours.

### 7-1.20

A priority of employment list shall be drawn up for each community as well as for each regional office of the Board according to the category of employment: technical and paratechnical support, administrative support and labour support. The name of an employee may not appear on more than one list<sup>1</sup>.

### 7-1.21

To be eligible for a priority of employment list, the employee must meet the following criteria:

- must have worked in the context of a replacement or a temporary work surfeit for at least four (4) months during the last twelve (12) months, must have received a satisfactory evaluation and have been registered on the list by the Board.

### 7-1.22

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

- a) the refusal of an offer of employment except for the following reasons:
  - 1) a maternity leave, a leave for adoption or a paternity leave covered by the *Act respecting labour standards* (R.S.Q., c. N-1.1);
  - 2) a disability or work accident within the meaning of the Agreement;
  - 3) a position within the Centrale des syndicats du Québec, the Fédération du personnel de soutien scolaire or the Union;
  - 4) a reason agreed to by the Board and the Union;
- b) failure to report to work on the date agreed to by the employee and the Board without a reason deemed valid by the Board;
- c) the acquisition of a full-time position;
- d) not having worked for eighteen (18) months.

### 7-1.23

The lists shall be updated on July 1 of each year according to the duration of employment accumulated on June 30 of each year. A copy shall be sent to the Union before July 31.

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<sup>1</sup> The Board shall draw up one list per community, one for the head office and one for each regional office.

**7-1.24 Specific Position**

Before creating a specific position, the Board must consult the Union. The consultation must deal with the nature, duration and staffing required for the project as well as its source of financing. When the Board decides to fill a specific position it shall proceed in the following manner:

- A) it shall fill the position by choosing, in the same locality, a beneficiary of the James Bay and Northern Québec Agreement who has the qualifications required by the Classification Plan and who meets the other requirements determined by the Board.

If more than one candidate has the qualifications required by the Classification Plan and meets the other requirements determined by the Board, priority shall be given to the candidate who is an employee, taking into account seniority, experience and qualifications;

- B) failing this, it shall assign to the position, according to seniority, an employee in surplus who is in the same locality;
- C) failing this, it shall post the position in accordance with clause 7-1.04 and shall offer the position by choosing from among the regular employees:
- 1) in the same locality who have applied for the position, according to seniority;
  - 2) failing this, at the level of the Board who have applied for the position, according to seniority;
- D) failing this, it shall fill the position by choosing, in the same locality and according to seniority, from among the regular employees laid off for less than two (2) years;
- E) failing this, it shall proceed according to the priority of employment list prescribed in clauses 7-1.18 to 7-1.23;
- F) failing this, it shall offer the position to the candidate of its choice.

The original position of the regular employee assigned to a specific position shall continue to be held by that employee for the first twenty-four (24) months, subject to the application of article 7-3.00.

When the Board decides to fill a position that is temporarily vacant because the incumbent has been assigned to a specific position, it shall proceed in accordance with clause 7-1.14.

Under the present clause, the employee or the person concerned may only obtain the specific position if he or she has the required qualifications and meets the other requirements determined by the Board.

**7-1.25 Cancellation of the Hiring**

The Board may cancel the hiring of an employee at any time in the case of fraud or false statement. The burden of proof then lies with the Board.

**7-2.00 TEMPORARY LAYOFF****7-2.01**

The employee whose work is such that he or she must be temporarily laid off because of the cyclical slowdown or the seasonal shutdown of activities in his or her sector shall not benefit from the provisions of article 7-3.00.

However, the provisions of article 7-3.00 shall apply to the employee if his or her position is abolished in conformity with the provisions of the said article.

Furthermore, when a position which is not of a cyclical or seasonal nature becomes so, the employee concerned shall be entitled at his or her choice to the provisions of article 7-3.00 or of this article.

**7-2.02**

After consulting the Union, before May 1 of each year, the Board shall establish the approximate duration of temporary layoffs and the order in which they shall be carried out.

The duration of a temporary layoff must not, except for cafeteria personnel, exceed eleven (11) weeks.

In the case of cafeteria personnel, the temporary layoff period cannot exceed twenty-one (21) weeks.

**7-2.03**

At least one (1) month before the effective date of the layoff, the Board shall inform each of the employees concerned of the date and approximate duration of their temporary layoff and of the provisions of clause 7-2.04. A copy of the notice shall be sent to the Union at the same time.

**7-2.04**

Subject to the provisions of the first paragraph of clause 7-1.14, every employee who is temporarily laid off shall be given priority to fill, during this period, any temporary position which is situated in the place of assignment, within the meaning of clause 7-3.20, where he or she is normally assigned when not laid off. In order to benefit from such a priority, the employee must inform the Board in writing of his or her intention to accept the position that could be offered to him or her, within five (5) working days of receiving the notice prescribed in clause 7-2.03. He or she must, moreover, have the required qualifications. He or she shall receive the salary rate of the position he or she fills temporarily.

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

**7-2.05**

Subject to article 7-3.00, the employee shall resume his or her regular position at the end of the temporary layoff period determined in clause 7-2.02.

**7-2.06**

Moreover, the employee who is temporarily laid off under this article shall be covered by the following provisions:

- a) he or she shall benefit, during the temporary layoff period, from the life and health insurance plans and shall pay his or her share of the annual premium plus applicable taxes during his or her period of active service;
- b) in order to determine the vacation credit prescribed in clauses 5-6.10 and 5-6.11, the employee shall be considered in the employ of the Board during the temporary layoff period.

**7-3.00 SECURITY OF EMPLOYMENT****7-3.01**

The Board may abolish positions, other than vacant positions, only once during each fiscal year on a date which it determines between July 1 and September 1.

However, the Board may in particular instances abolish positions on other dates during a fiscal year in order to meet administrative or pedagogical requirements which could not be reasonably foreseen at the time when the Board abolished or could abolish a position under the first paragraph.

When the Board intends to abolish a position, it shall inform the Union of:

- a) the identification of the position considered surplus;
- b) the name and status of the incumbent of the position considered surplus;
- c) the date foreseen for the abolishment of the position.

### **7-3.02**

The Board may assign all or part of the functions and duties of an abolished position to other employees. This assignment may not cause employees to have an excessive workload nor endanger their health and safety.

### **7-3.03**

The Board must consult the Union on the validity of the abolishment at least sixty (60) days before the effective date of the abolishment.

Following this consultation:

- a) The Board shall identify the positions it is abolishing.
- b) It shall inform in writing the Union and the employee whose position is abolished at least forty-five (45) days before the effective date on which the position is abolished and shall indicate the choices offered to him or her under clauses 7-3.05 and 7-3.06; the employee must convey his or her decision in writing within three (3) days after he or she received the notice. The Board and the Union may agree that the employees' choices be conveyed to the Board during a meeting of the employees concerned.
- c) The regular employee who must be laid off or placed in surplus shall receive a notice of at least thirty (30) days before the effective date on which the position is abolished.
- d) Notwithstanding the foregoing, in the case of the abolishment referred to in the second paragraph of clause 7-3.01, the forty-five (45)-day notice mentioned in subparagraph b) above shall be replaced by a thirty (30)-day notice and the notice mentioned in subparagraph c) shall be replaced by a fifteen (15)-day notice.
- e) The probationary employee whose employment terminates shall receive a notice equal to at least one pay period.
- f) Any movement of personnel resulting from the application of clauses 7-3.05 and 7-3.06 shall take effect on the date on which positions are abolished.

### **7-3.04**

- A) Notwithstanding clauses 7-3.01 and 7-3.03, when the Board decides to abolish a position held by a tenured employee whose place of work is not situated in a Cree community, it must first notify the Union at least one hundred and twenty (120) days before the effective date on which the position is abolished.

The tenured employee whose place of work is not situated in a Cree community and whose position is abolished shall receive a written notice of at least one hundred and twenty (120) days to this effect. Where applicable, the Board shall indicate in the notice to the employee concerned whether he or she may be relocated or not to a full-time regular position in his or her locality. If the notice of the Board indicates that the employee cannot be relocated in his or her locality, the employee may then require the application of paragraph B) below according to the terms and conditions stipulated therein. If the notice of the Board indicates that the employee can be relocated in his or her locality, he or she must then be relocated in accordance with the provisions of the Agreement.



- B) The tenured employee whose place of work is not situated in a Cree community, whose position is abolished and who receives the notice prescribed in paragraph A) indicating that he or she will not be relocated in his or her locality may inform the Board in writing, within fifteen (15) days of the notice, that he or she would accept to be assigned only in the locality where he or she was assigned when he or she received the notice.

In such a case, the employee concerned shall benefit from the following provisions:

- 1) Within thirty (30) days of the employee's notice, the management group, on the one hand, and the union group, on the other hand, shall set up a committee to study the case of the employee referred to in this clause. The management group and the union group shall each appoint two (2) representatives to this committee.
- 2) The committee shall study the case of the employee concerned after having consulted him or her and shall try to find an acceptable solution for all concerned. In this context, the committee may determine the terms and conditions applicable to the employee in order to apply the solution agreed to.
- 3) Any decision or recommendation of the committee must be adopted unanimously by its members.
- 4) Failure on the part of the committee to establish an acceptable solution by a unanimous decision before the effective date on which the position of the employee concerned is abolished, the provisions of paragraph c) of clause 7-3.05 shall then apply. If the employee has not been relocated in his or her locality as a result of the application of this subparagraph, he or she shall then be placed in surplus for a period not exceeding six (6) months during which paragraphs A) and C) of clause 7-3.16 shall apply except that the employee shall not be required to accept a full-time position, at the Board, situated in his or her place of assignment.
- 5) When the period of placement in surplus ends, the employee concerned shall receive severance pay and shall be deemed to have resigned from the Board. Severance pay shall be equal to two (2) months of salary per complete year of service at the time when the employee is deemed to have resigned from the Board. Severance pay shall be limited to a maximum of six (6) months of salary. For the purpose of calculating severance pay, the salary shall be the salary the employee concerned receives at the time when he or she is deemed to have resigned from the Board.
- 6) The employee who received severance pay under subparagraph 5) shall have a right of recall to the position held in his or her locality at the time of his or her placement in surplus if the Board decides to again create the position within the twelve (12) months following the end of his or her engagement. In order to benefit from the right of recall, the employee concerned must reimburse the Board the entire amount of severance pay he or she received.

### 7-3.05

Subject to clause 7-3.04, the employee who is displaced as the result of the abolishment of a position or whose position is abolished shall, according to his or her status, be reassigned to another position, laid off, placed in surplus or his or her employment shall terminate according to the provisions of this article.

Subject to clause 7-3.06, the following provisions shall apply to the employee whose position is abolished and to the employee who has been displaced:

- a) If he or she is a probationary employee, the Board shall terminate his or her employment as of the date on which his or her position is abolished or he or she is displaced.

However, the probationary employee whose position is abolished or who is displaced shall be deemed to remain a temporary employee registered on the priority of employment list, without loss of rights and without having the result of granting an additional benefit.

In this context, the employee who had the status of temporary employee shall be reregistered on the priority of employment list according to the duration of employment he or she had before obtaining the position, subject to the terms and conditions of the priority of employment list.

b) If he or she is a nontenured regular employee:

1- he or she must choose:

- . to be reassigned to a permanently vacant position in his or her class of employment in his or her locality, subject to the application of paragraphs a) and b) of clause 7-1.03;
- . or to displace in his or her locality the employee who has the least seniority in a position in his or her class of employment;

2- failing this, with the consent of the Board, he or she:

- . is reassigned to a permanently vacant position in another class of employment in his or her locality, subject to the application of paragraphs a) and b) of clause 7-1.03;
- . or displaces in his or her locality the employee who has the least seniority in a position in another class of employment;

3- failing this, he or she shall be laid off.

c) If he or she is a tenured employee:

1- he or she must choose:

- . to be reassigned to a permanently vacant full-time position in his or her class of employment in his or her locality; the reassignment shall be carried out prior to applying clause 7-1.03;
- . or to displace in his or her locality a nontenured employee who has less seniority in a full-time position in his or her class of employment;

2- failing this, he or she must choose:

- . to displace in his or her locality a tenured employee in a full-time position who has less seniority in his or her class of employment;
- . to be reassigned to a permanently vacant full-time position in another class of employment in his or her locality; the reassignment shall be carried out prior to applying clause 7-1.03;
- . to displace in his or her locality a nontenured employee who has less seniority in his or her locality in a full-time position in another class of employment;

3- failing this, he or she shall be placed in surplus.

### **7-3.06**

In the cases prescribed in clause 7-3.05:

a) The vacant position shall be the one the Board intends to fill.

b) The employee concerned must have the required qualifications and meet the other requirements determined by the Board.

- c) If the tenured employee who is displacing does not meet the linguistic requirements of the position of the employee with the least seniority in the class of employment in the locality where the displacement is carried out, he or she must then displace the employee with the least seniority in that locality in the class of employment where the displacement is carried out and who holds a position for which he or she meets the linguistic requirements.
- d) If, in addition to the requirements or qualifications required by the Classification Plan, a position includes other requirements determined by the Board, those requirements shall be taken into account first and then seniority.
- e) An employee can only displace another employee if he or she has more seniority than the latter. For this purpose, a tenured employee shall be deemed to have more seniority than a nontenured employee.

Furthermore, for the purpose of applying the preceding subparagraph and clause 7-3.05, the employee who is a beneficiary of the James Bay and Northern Québec Agreement shall be deemed to have more seniority than the employee who is not a beneficiary of the James Bay and Northern Québec Agreement.

- f) Only an employee who holds a position under clause 1-2.30 may be displaced.
- g) A movement of personnel in the context of clause 7-3.05 and this clause cannot entail a promotion.
- h) When a tenured employee is demoted, his or her salary shall be determined under clause 7-3.08.
- i) When a nontenured regular employee is demoted, his or her salary shall be shall be determined under paragraph B) of clause 6-2.15.
- j) In the case where an employee is required, under clause 7-3.05, to displace an employee in his or her class of employment whose position was affected by a technological change or the introduction of new software during the two (2) years preceding the date on which the displacement is to take place, the following terms and conditions shall apply:
  - if the specific requirements for filling the position are related exclusively to technological changes or new software, the employee may not be refused the position for the sole reason that he or she does not meet the specific requirements;
  - the employee shall carry out activities that will enable him or her to meet the specific requirements.
- k) The Board shall terminate the employment of the employee who refuses a vacant position or who refuses to displace another employee under clause 7-3.05 and this clause as of the date on which the position is abolished.

### **7-3.07**

If, as a result of the application of clauses 7-3.05 and 7-3.06, an employee in a part-time position displaces an employee in a full-time position, he or she shall acquire tenure if he or she has at least two (2) years of active service. As an exception, and in this case only, the active service acquired as a part-time employee shall be taken into account.

### **7-3.08**

The tenured employee reassigned to a position which constitutes a demotion, as a result of the application of paragraph b) or c) of clause 7-1.03, clause 7-3.05, clause 7-3.06 or paragraph A) of clause 7-3.16, shall maintain his or her class of employment and the salary related thereto.

**7-3.09**

The employee mentioned in the preceding clause shall benefit from a right to return to a vacant or a newly created position in his or her class of employment in the locality where he or she is working at the time when he or she is placed in surplus that the Board decides to fill or a newly created position under paragraph a) of clause 7-1.03.

**7-3.10**

When, as a result of the application of clauses 7-3.05 and 7-3.06, a tenured employee is reassigned to a position with fewer working hours than his or her regular workweek, he or she shall be considered as reassigned temporarily and the reassignment shall last until the Board assigns him or her, notwithstanding clause 7-1.03 and article 7-3.00, to a vacant or a newly created position in his or her class of employment or in the class of employment to which he or she has been reassigned with working hours at least equivalent to those of his or her regular workweek. At the time of the reassignment on a temporary basis, it shall be up to the Board to complete the work schedule of the employee with support staff duties related to his or her qualifications.

Application of the preceding paragraph may not have the result of requiring the employee to work split shifts or a different shift.

This clause shall also apply to the employee who, as a result of the application of clause 7-3.09, obtains a position with fewer working hours than his or her regular workweek.

**7-3.11**

As long as he or she is still considered reassigned on a temporary basis, the employee referred to in the preceding clause shall also benefit from the right to return mentioned in clause 7-3.09 to a position with working hours which are at least equivalent to those of his or her regular workweek prior to his or her reassignment.

**7-3.12**

In the case where, under clauses 7-3.05 and 7-3.06, a tenured employee is reassigned to a full-time position of a cyclical or seasonal nature, he or she shall be entitled to the following income protection:

- he or she shall retain the salary based on his or her salary rate and the number of regular working hours applicable immediately prior to his or her assignment for as long as the remuneration of the new position is lower;
- however, the difference between the remuneration of the new position and that determined immediately prior to his or her assignment shall be paid in a lump sum spread over each of his or her pays; the amount shall be reduced as the employee's salary progresses.

**7-3.13**

The employee referred to in the preceding clause shall also benefit from the right to return, mentioned in clause 7-3.09, to a full-time position which is not of a cyclical or seasonal nature.

**7-3.14**

When an employee refuses to accept a position offered to him or her in the context of the right to return from which he or she benefits under clause 7-3.09, 7-3.11 or 7-3.13, as the case may be, he or she shall then lose all the benefits inherent to such a right. The voluntary demotion provisions in clause 6-2.15 shall apply to the employee for whom the reassignment which gave him or her the right to return to a position constituted a demotion. Moreover:

- a) in the case of an employee referred to in clause 7-3.10, he or she shall no longer be reassigned on a temporary basis, it shall not be up to the Board to complete his or her work schedule and he or she shall then be remunerated according to the hours actually worked;
- b) in the case of an employee referred to in clause 7-3.12, he or she shall no longer benefit from the first and second subparagraphs of clause 7-3.12 and shall be remunerated according to the hours actually worked.

**7-3.15 Measures to Reduce the Number of Employees in Surplus****A) Preretirement**

For the purpose of reducing the number of employees in surplus, the Board shall grant a preretirement leave under the following terms and conditions:

- 1) the preretirement leave is a leave of absence with salary for a maximum period of one (1) year; during the leave, the employee shall not be entitled to any of the benefits of the Agreement except as regards the life and health insurance plans, provided that he or she pay at the beginning of such a leave the entire amount of the premiums required plus tax, where applicable;
- 2) the preretirement leave shall count as a period of service for purposes of the pension plan covering the employee concerned;
- 3) only the employee who would be entitled to retire at the end of the leave of absence but who would not have reached the normal retirement age (65 years) during the leave or who would not be entitled to a full pension during the leave is eligible;
- 4) at the end of the leave with salary, the employee shall be considered as having resigned and shall be pensioned off;
- 5) the leave shall permit the reduction of the number of employees in surplus.

**B) Severance Pay**

The Board shall grant severance pay to a tenured employee if his or her resignation allows the reassignment of an employee in surplus. Acceptance of severance pay shall cause the employee to lose his or her tenure.

The Board may also grant severance pay to a tenured employee in surplus who chooses to resign. The Board shall grant severance pay to a tenured employee in surplus who refuses a position offered to him or her pursuant to paragraph B) of clause 7-3.16 if such a position is located at more than fifty (50) kilometres from his or her usual place of work and from his or her domicile at the time of his or her placement in surplus and if such a refusal entails the employee's resignation. In these cases, the employee concerned shall lose his or her tenure.

Severance pay shall equal one (1) month of salary per complete year of service at the time when the tenured employee resigned from the Board. Severance pay shall be limited to a maximum of six (6) months' salary. For the purpose of calculating severance pay, the salary shall be the salary that the employee concerned received when he or she resigned from the Board.

The employee who receives severance pay may not be hired in the education sector during the year following that in which he or she received it, unless the severance pay is reimbursed. Severance pay may not be granted to an employee who has already received severance pay from an employer in the education sector or to the employee who resigns because he or she refused a position in his or her place of assignment.

**C) Transfer of Rights**

When an employee not in surplus is hired by another school board and his or her resignation allows the reassignment of an employee in surplus, he or she shall transfer to his or her new employer his or her status, tenure, seniority, bank of nonredeemable sick-leave days, salary step and date of advancement in step.

**D) Voluntary Relocation Premium**

The employee placed in surplus who accepts, with another employer in the education sector, a position at more than fifty (50) kilometres by road from his or her domicile and from his or her place of work at the time of his or her placement in surplus shall be entitled to a voluntary relocation premium, if the relocation requires that he or she move.

The voluntary relocation premium is equal to four (4) months' salary if the relocation takes place in the territory of regional office 1, 8 or 9 from the territory of a regional office other than that of his or her new place of work. In other cases, the voluntary relocation premium is equal to two (2) months' salary.

The Board shall also pay the voluntary relocation premium to the tenured employee who is not in surplus but whose relocation allows the reassignment of an employee in surplus.

The relocated employee shall transfer to the new employer his or her status of employee, tenure, seniority, bank of nonredeemable sick-leave days, salary step and date of advancement in step.

The employee relocated under paragraph D) who must move shall benefit, from his or her Board or, as the case may be, from the school board that hires him or her, from the provisions of Appendix II, under the conditions stipulated therein, provided that the allowances prescribed in the federal mobility assistance program to look for employment do not apply.

Moreover, he or she shall be entitled to:

- 1) a maximum of three (3) working days without loss of salary to cover the search for a dwelling; the three (3)-day maximum shall not include the duration of the return trip;
- 2) a maximum of three (3) working days without loss of salary to cover moving and settling in.

**7-3.16 Rights and Obligations of Employees****Section A) Rights of Employees**

- 1) As long as the employee remains in surplus, his or her salary shall progress normally.
- 2) When the employee accepts a position in another school board under this clause, he or she shall not be subject to a probation period.
- 3) When the employee is relocated under this clause, he or she shall transfer to his or her new employer his or her status of regular employee or, as the case may be, tenure, seniority, bank of nonredeemable sick-leave days, salary step and date of advancement in step.
- 4) The employee relocated as a result of the application of paragraph D) of clause 7-3.15 or of subparagraph 5) of paragraph B) of this clause who must move shall benefit, from his or her Board or, as the case may be, from the school board that hires him or her, from the provisions of Appendix II under the conditions stipulated therein, provided that the allowances prescribed in the federal mobility assistance program to look for employment do not apply.

**Section B) Committee**

The employee assigned to a Cree community who is placed in surplus under this article may inform the Board in writing within fifteen (15) days of his or her placement in surplus that he or she would accept to be assigned only to the locality where he or she was assigned at the time of his or her placement in surplus. In this case, the employee concerned shall benefit from the following provisions:

- 1) the Board and the Ministère, on the one hand, and the union group, on the other hand, shall set up a committee to study the case of the employee referred to in this paragraph; the union group shall appoint a representative and the Board and the Ministère shall each appoint a representative to the committee. The management group shall have a right of veto within the committee;
- 2) the committee may apply to the employee concerned, after having consulted him or her, one of the following options:
  - a) a retraining program of a maximum duration of one (1) year in order to enable the employee concerned to hold a preidentified position in the Board in his or her locality, provided that a position could be made available;
  - b) a retraining program of a maximum duration of one (1) year in order to enable the employee concerned to hold a preidentified position with another employer in his or her locality, provided that a position could be made available;
  - c) any other solution or program determined by the committee.
- 3) In the case of the application of subparagraphs a) and b) of subparagraph 2) of this section, the employee concerned shall remain in surplus for the duration of his or her retraining program, shall be required to take the retraining program and cannot receive severance pay. At the end of the retraining program, the employee who has not successfully completed the program shall be presumed to have resigned from the Board and he or she shall lose all the benefits of this Agreement. The employee who has successfully completed the retraining program must accept the preidentified position with the Board or another employer, as the case may be. In the latter case, his or her employment ties with the Board shall be severed and the employee concerned cannot receive any severance pay.
- 4) In the case of the application of subparagraph c) of subparagraph 2) of this section, the committee shall determine the terms and conditions applicable to the employee.
- 5) If the committee prescribed in subparagraph 1) does not apply one of the options prescribed in subparagraph 2) to the employee concerned, the following provisions shall then apply to the employee concerned:
  - a) the employee shall remain in surplus and the provisions of sections A) and C) of this clause shall apply to him or her, except that the employee shall only be required to accept a full-time position in the Board situated in his or her place of assignment;
  - b) if the employee concerned is not relocated to a full-time position in the Board during the year which follows his or her placement in surplus, his or her employment ties with the Board shall then automatically be severed and he or she shall then receive the severance pay prescribed in paragraph B) of clause 7-3.15;
  - c) the tenured employee whose employment ties have been severed and who has received severance pay under the preceding subparagraph b) shall have a right of return to the position he or she held in his or her locality when he or she was placed in surplus if the Board decides to again create the said position within twelve (12) months of the break in his or her employment ties; in order to benefit from the right of return, the employee concerned must reimburse the Board the entire amount of the severance pay that he or she received.

**Section C) Obligations of Employees**

- 1) Subject to the provisions of section B) of this clause and of paragraph B) of clause 7-3.04, an employee in surplus in the Board who is offered a full-time position with the Board must accept it. If the position offered is in a school, the Board must obtain the authorization of the school committee.

When an employee must thus accept a position, he or she shall benefit from a priority right of recall over any full-time position in his or her place of assignment when his or her position is abolished for a period of twenty-four (24) months following his or her assignment in another locality. In the case where an employee accepts a position, he or she shall benefit from the provisions of clauses 7-3.08 and 7-3.09, where applicable, and clause 7-3.14 shall apply.

If the employee in surplus voluntarily accepts any other position offered to him or her, he or she shall benefit, where applicable, from clauses 7-3.08, 7-3.09, 7-3.10, 7-3.11, as the case may be, and clause 7-3.14 shall apply.

Failure to accept a position thus offered within ten (10) days of the written offer shall constitute the employee's resignation.

- 2) Where applicable, the employee in surplus must appear for an interview with another school board when the Regional Placement Bureau so requests. The employee who fails or neglects to comply with this obligation shall be deemed to have resigned.
- 3) The employee in surplus must provide, upon request, all information relevant to his or her security of employment.
- 4) As long as the employee remains in surplus, he or she shall be required to perform the support staff duties that the Board assigns to him or her in his or her locality which must be in keeping with his or her qualifications, regardless of the certificate of accreditation, category of the position and work schedule which applied to this employee on the date of his or her placement in surplus.

With respect to the use of the services of an employee in surplus, the Board may reach an agreement with another employer. However, if the agreement is reached with an employer outside the locality, it shall require the consent of the employee concerned.

- 5) The nontenured regular employee who has completed at least one (1) year of active service as a regular employee and who is laid off as a result of the abolishment of a position shall remain on the lists of the Regional Placement Bureau for a maximum period of two (2) years. During that period, he or she must accept a written offer of employment which his or her Board or another school board in the territory of the same regional office could make him or her, within ten (10) days of the written offer of employment. Failure to accept such an offer shall result in the removal of the employee's name from the lists of the Regional Placement Bureau.
- 6) The following shall constitute proof in calculating the time prescribed in this clause:
  - a) the date of the employee's signature or that of a witness when the document is delivered by hand;  
  
or
  - b) the date of the signature on the post office receipt of the documents sent by registered mail;  
  
or
  - c) the date of transmission by fax.



## Obligations of the Board

### 7-3.17

When the Board must proceed with a hiring to fill a vacant full-time position other than a temporarily vacant position, it may submit a request to the Regional Placement Bureau serving its territory specifying the class of employment and the requirements of the position to be filled.

The Board which hires a person referred by the Regional Placement Bureau shall recognize his or her status of regular employee or, as the case may be, his or her tenure, bank of nonredeemable sick-leave days, salary step, date of advancement in step and the seniority which he or she had upon his or her departure.

The Board must inform the Regional Placement Bureau of the names of the employees it is placing in surplus as well as the names of the nontenured regular employees who have completed at least one (1) year of active service and whom it is laying off.

### 7-3.18

If another school board assumes responsibility for instruction to children with social maladjustments or learning disabilities or for instruction to students of a given grade or option, in keeping with the intent of section 450 of the *Education Act for Cree, Inuit and Naskapi Native Persons* (R.S.Q., c. I.-14), the regular employee or the tenured employee who would be affected by a reduction in personnel as regards the major portion of his or her work shall be required to transfer to the other school board.

However, with the agreement of the board which no longer offers the instruction, the regular employee or tenured employee may remain in the employ of the board provided that no layoff or placement in surplus of regular employees or tenured employees occurs because of the agreement.

However, as of the anniversary on which responsibility for the instruction was assumed, the board which assumed it may proceed with one or more layoffs or, as the case may be, one or more placements in surplus.

### 7-3.19

Upon request, the Regional Placement Bureau shall forward to the Union a statement of the positions to be filled by means of hirings as well as a statement of employees in surplus or of laid off regular employees registered on the lists; the lists shall be forwarded only if they are available.

### 7-3.20 Place of Work

For the purpose of applying article 7-3.00, place of work means the place of work where an employee usually performs his or her duties; however, in the case where an employee usually performs his or her duties in several locations, the place of work means the location where the employee generally receives his or her instructions and where he or she must report on his or her activities.

For the purpose of applying article 7-3.00, each Cree community where the Board provides instruction and each municipality where the Board assigns employees on a regular and permanent basis shall constitute a "locality".

## 7-4.00 PARTIAL DISABILITY

### 7-4.01

The tenured employee affected by a permanent partial physical disability and who is therefore unable to meet the requirements of his or her position may, in the context of article 7-1.00, obtain a position provided that there is an available position that the Board intends to fill, that he or she has the required qualifications and meets the other requirements determined by the Board. He or she shall then receive the salary prescribed for the new position.

**7-4.02**

The right mentioned in the preceding clause may be exercised during the period during which the tenured employee benefits from the salary insurance plan prescribed in clause 5-3.32.

The right may also be exercised within twenty-four (24) months of the date on which the tenured employee is laid off by the Board, where applicable, as a result of his or her physical inability to meet the requirements of his or her former position. During the layoff, the tenured employee shall not receive any salary.

Upon termination of the twenty-four (24)-month period mentioned in the preceding subparagraph, the Board may terminate the employee's employment.

**7-4.03**

As of the date on which the employee referred to in clause 7-4.01 becomes unable to meet, on a permanent basis, the requirements of his or her position, it shall then be considered as permanently vacant, unless it was abolished under article 7-3.00.

**7-4.04**

The Board and the Union may agree on other terms and conditions in order to modify the position or assign a position to an employee affected by a permanent partial physical disability, provided that this does not have the effect of modifying the security of employment provisions.

**7-4.05**

With the exception of the first paragraph of clause 7-4.02, this article shall apply to the tenured employee referred to in clause 7-7.18 who was unable to be reinstated in a suitable position under clause 7-7.20.

**7-5.00 CONTRACTING OUT****7-5.01**

Contracting out must not cause layoffs, placements in surplus or demotions involving a decrease in salary among the regular employees of the Board nor a reduction in the hours of a regular employee.

Moreover, if the number of employees placed in surplus in the relevant classes of employment (including employees in surplus for whom the reassignment constitutes a transfer) permits the abolishment of a subcontract of a continuous nature, the Board shall undertake to terminate the contract within the legal framework provided therein in order to reassign the employees in surplus as a replacement for the subcontractor. If the subcontract covers several buildings of the Board (e.g. maintenance), the obligation to terminate the subcontract shall be interpreted per building.

For the purpose of applying the preceding paragraph, the obligation made to the Board shall be valid only insofar as the abolishment of the subcontract permits the full-time reassignment on an annual, cyclical or seasonal basis of one or several employees in surplus.

It is understood that, for the purpose of applying the second and third subparagraphs above, the obligation to terminate a subcontract shall also apply when awarding a subcontract provided that all the other conditions prescribed in the second and third subparagraphs are met.

**7-5.02**

If the number of tenured employees who are laid off under article 7-4.00 but who are qualified to work in the relevant classes of employment permits the abolishment of a subcontract of a continuous nature, the Board shall terminate the said subcontract within the legal framework provided therein in order to reassign the employees as a replacement for the subcontractor. If the subcontract covers several buildings of the Board (e.g. maintenance), the obligation to terminate the subcontract shall be interpreted per building.

For the purpose of applying the preceding subparagraph, the obligation made to the Board shall be valid only insofar as the abolishment of the subcontract permits the full-time reassignment on an annual, cyclical or seasonal basis of one or several employees.

It shall be understood that, for the purpose of applying the preceding subparagraphs, the obligation to terminate a subcontract shall also apply when awarding a subcontract provided that all the other conditions prescribed in the said paragraphs are met.

This clause shall apply regardless of clause 7-1.03. The employee must have the required qualifications and meet the other requirements determined by the Board for the position concerned.

### **7-5.03**

The employee referred to in clause 7-5.02 must produce a certificate from the attending physician stating that the employee may return to work. The medical certificate must not contain any restrictions with respect to the performance of the duties required by the position concerned.

### **7-5.04**

At the Union's request, the Board shall inform the Union on an annual basis of the subcontracts of a continuous nature related to the classes of employment covered by the certificate of accreditation.

## **7-6.00 REPLACEMENT**

### **7-6.01**

Notwithstanding the provisions of this chapter, the Board may place in surplus a tenured employee who is not a beneficiary of the James Bay and Northern Québec Agreement or lay off a nontenured employee who is not a beneficiary of the James Bay and Northern Québec Agreement, if a beneficiary of the James Bay and Northern Québec Agreement who has the required qualifications and meets the other requirements determined by the Board is hired by the Board to fill the position held by the employee who is not a beneficiary of the James Bay and Northern Québec Agreement.

When the Board decides to replace an employee who is not a beneficiary of the James Bay and Northern Québec Agreement by a beneficiary of the James Bay and Northern Québec Agreement, it shall take into consideration the employees already in its employ, the foregoing in accordance with the provisions of clause 7-1.03.

When the Board replaces an employee who is not a beneficiary of the James Bay and Northern Québec Agreement in a locality determined by the Board and pursuant to the preceding paragraphs, the employee so replaced is the employee who is not a beneficiary of the James Bay and Northern Québec Agreement and who has the least seniority in this locality from among the employees who are not beneficiaries of the James Bay and Northern Québec Agreement in this locality in the class of employment in which the replacement is carried out.

However, such a replacement of an employee who is not a beneficiary of the James Bay and Northern Québec Agreement cannot be carried out in a locality where there is a full-time vacant position in the class of employment in which the replacement is carried out.

### **7-6.02**

The nontenured employee who is not a beneficiary of the James Bay and Northern Québec Agreement and who is replaced by a beneficiary of the James Bay and Northern Québec Agreement pursuant to clause 7-6.01 shall benefit from the provisions of subparagraphs a) and b) of clause 7-3.05 and, as the case may be, from clauses 7-3.06, 7-3.07 and 7-3.08 as if his or her position had been abolished.

The name of the nontenured regular employee laid off in the context of a replacement carried out under this article shall be entered on the list of the Regional Placement Bureau until the earlier of the following dates:

- a) the date on which he or she accepts or refuses a position offered to him or her by the Board or another employer in the education sector;
- b) the anniversary date of the third year of his or her layoff.

### 7-6.03

The tenured employee who is not a beneficiary of the James Bay and Northern Québec Agreement and who is replaced by a beneficiary of the James Bay and Northern Québec Agreement pursuant to clause 7-6.01 shall benefit from the provisions of paragraph c) of clause 7-3.05 and from clauses 7-3.06 to 7-3.15, sections A) and C) of clause 7-3.16 and of clause 7-3.20 as if his or her position had been abolished.

## 7-7.00 WORK ACCIDENTS AND OCCUPATIONAL DISEASES

### 7-7.01

The following provisions apply to the employee 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).

### 7-7.02

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) shall apply provided the provisions of the Act apply to the Board.

## Definitions

### 7-7.03

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 an employee, arising out of or in the course of his or her work and resulting in an employment injury to him or her;
- b) consolidation: the healing or stabilization of an employment injury following which no improvement of the state of health of the injured employee is foreseeable;
- c) suitable employment: appropriate employment that allows an employee who has suffered an employment injury to use his or her remaining ability to work and his or her vocational 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 employee, considering his or her injury;
- d) equivalent employment: employment of a similar nature to the employment held by the employee when he or she suffered the employment injury, from the standpoint of vocational qualifications required, salary, fringe benefits, duration and working conditions;
- e) health establishment: a public establishment within the meaning of the *Act respecting health services and social services for Cree Native persons* (R.S.Q., c. S-5);
- f) employment injury: an injury or a disease arising out of or in the course of a work accident, or an occupational disease, including recurrence, relapse or aggravation.

An injury or a disease which is solely due to gross and voluntary negligence on the part of the employee who suffers or contracts such injury or disease shall not be an employment injury unless it results in the employee'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

### 7-7.04

The employee must inform the Board of the details concerning the work accident or employment injury before leaving the establishment where he or she works, if he or she is able to do so or, 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 suffered renders him or her unable to perform his or her duties after the day on which it manifested itself.

### 7-7.05

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

### 7-7.06

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

### 7-7.07

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

The cost of transporting the employee shall be assumed by the Board, if applicable, as long as it has not been assumed by another organization.

The employee shall choose the health establishment, if possible, in his or her place of assignment. If the employee is unable to express his or her choice, he or she must accept the health establishment chosen by the Board but may be transferred to an establishment of his or her choice in his or her place of assignment at a later date.

The employee shall be entitled to receive care from the health professional of his or her choice in his or her place of assignment, if possible.

### 7-7.08

Notwithstanding clause 5-3.38, the Board may require that an employee who has suffered an employment injury undergo an examination by a health professional that it designates as prescribed by law and shall state the reasons for the request. The cost of the examination and travel expenses shall be assumed by the Board in accordance with clause 6-4.01.

## Group Plans

### 7-7.09

The employee who suffers an employment injury entitling him or her to an income replacement indemnity shall remain covered by the life insurance plan prescribed in clauses 5-3.22 and 5-3.23 and by the health insurance plan prescribed in clause 5-3.25.

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

The waiver mentioned in the preceding paragraph shall no longer apply when the employment injury has consolidated or the employee is assigned temporarily as prescribed in clause 7-7.15.

### 7-7.10

In the case where the date of consolidation of the employment injury is prior to the one hundred and fourth (104<sup>th</sup>) week following the date of the beginning of the continuous period of absence due to an employment injury, the salary insurance plan prescribed in clause 5-3.32 shall apply, subject to the second paragraph of this clause, if the employee is still disabled within the meaning of clause 5-3.03 and, in this case, the date of the beginning of such absence shall be considered as the date of the beginning of the disability for the purpose of applying the salary insurance plan, particularly clauses 5-3.32 and 5-3.45.

On the other hand, for the employee who would receive from the Commission de la santé et de la sécurité du travail an income replacement indemnity which is less than the benefit which he or she would have received as a result of the application of clause 5-3.32, the salary insurance plan prescribed in this clause shall apply to make up the difference if the employee is still disabled within the meaning of clause 5-3.03 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 5-3.32 and 5-3.45.

### 7-7.11

An employee's bank of sick-leave days 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 employment injury has consolidated and for the absences prescribed in clause 7-7.24.

The same shall apply for the part of the day on which the employment injury occurred.

## Salary

### 7-7.12

For as long as an employee is entitled to the income replacement indemnity but no later than the date of consolidation of the employment injury he or she has suffered, this employee shall be entitled to his or her salary as if he or she were at work, subject to the following provisions:

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

For the purpose of this clause, the salary to which an employee is entitled shall include the premiums for regional disparities prescribed in article 6-6.00, if applicable.

**7-7.13**

Subject to clause 7-7.12, the Commission de la santé et de la sécurité du travail shall reimburse the Board the amount corresponding to the income replacement indemnity of the Commission de la santé et de la sécurité du travail.

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

The employee who must appear before a review board, a medical arbitration session or the Commission lésions professionnelles may be absent from work without loss of salary, including applicable premiums, if any, provided that he or she has notified his or her immediate superior at least two (2) working days before the anticipated date of the absence and has provided the necessary proof.

**Right to Return to Work****7-7.14**

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

**7-7.15**

The Board may temporarily assign work to an employee, with the approval of his or her physician, while awaiting the employee to again become able to resume the duties of his or her position or equivalent or suitable employment, even if his or her employment injury has not consolidated, the foregoing as prescribed by law.

**7-7.16**

The employee whose employment injury has consolidated and who is again able to carry out the duties of the position he or she had prior to his or her absence shall return to his or her position.

**7-7.17**

The employee referred to in the preceding clause who is unable to be reinstated in his or her position either because it was abolished or the employee was displaced as a result of the application of the Agreement shall be entitled to be reinstated in an available equivalent position that the Board intends to fill, provided that he or she is entitled to obtain such a position under article 7-3.00.

**7-7.18**

An employee who, although unable to be reinstated in his or her position 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 a suitable available position that the Board intends to fill in accordance with clause 7-7.20.

**7-7.19**

The rights mentioned in clauses 7-7.16, 7-7.17 and 7-7.18 shall apply subject to article 7-3.00.

When the Board does not allow an employee to exercise the rights mentioned in clauses 7-7.16, 7-7.17 and 7-7.18 because the employee would have been displaced, placed in surplus, laid off, dismissed, fired or would have otherwise lost his or her job had he or she been at work, the relevant provisions of the Agreement shall apply as if the employee had been at work when those events occurred; moreover, the exercise of these rights cannot have the effect of cancelling or deferring any suspension imposed under article 8-4.00.

**7-7.20**

The exercise of the right mentioned in clause 7-7.18 shall be subject to the following terms and conditions:

- a) the position must be filled under clause 7-1.03, subject to any provision contained in this clause;
- b) the employee shall submit his or her application in writing;
- c) as of the first step prescribed in clause 7-1.03, the employee shall obtain the position if he or she has more seniority than the other employees or persons concerned;
- d) the employee must possess the required qualifications and meet the other requirements determined by the Board;
- e) access to this position by the employee cannot constitute a promotion, except in step c) of clause 7-1.03;
- f) the right of the employee can be exercised only during the two (2) years immediately following the beginning of his or her absence or in the year following the date of consolidation according to whichever date is later.

However, the Board and the Union may agree on terms and conditions for the exercise of the right mentioned in clause 7-7.18 other than those prescribed in this clause, provided that this does not have the effect of modifying the security of employment provisions; particularly, the Board and the Union may agree on a special movement of personnel concerning priority of employment.

**7-7.21**

The employee who obtains a position referred to in clause 7-7.18 shall benefit from an adaptation period of thirty (30) working days; at the end of that period, the employee cannot keep the position if the Board deems he or she is unable to perform his or her duties adequately.

When the employee is thus unable to keep his or her position, he or she again becomes eligible for a position under clause 7-7.18 as if he or she had never exercised the right mentioned in this clause.

**7-7.22**

The employee who obtains a position referred to in clause 7-7.17 shall receive the salary he or she had before suffering an employment injury.

**7-7.23**

The employee who obtains a position referred to in clause 7-7.18 shall benefit from paragraph B) of clause 6-2.15 in the event of a demotion or receive the salary related to his or her new position.

When an income replacement indemnity is paid to the employee, the amounts payable under paragraph B) of clause 6-2.15 shall be reduced accordingly.

**7-7.24**

Once the employee who has suffered an employment injury returns to work, the Board shall pay him or her the salary, as well as the premiums for regional disparities prescribed in article 6-6.00 and to which he or she is entitled, as the case may be, 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.



**CHAPTER 8-0.00                    OTHER WORKING CONDITIONS****8-1.00        SENIORITY****8-1.01**

The employee 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 according to the calculation prescribed in article 8-1.00 of the former Agreement.

As of the date of the coming into force of the Agreement, seniority shall be calculated under this article.

**8-1.02**

Seniority shall correspond to the period of employment of any regular employee as of the commencement of employment in one of the positions of the classes of employment prescribed in the Classification Plan with the Board or the board or boards (institutions) to which it is the successor and it shall be expressed in years, months and days.

The seniority of an employee who belongs to a group of employees different from that mentioned above and who is integrated into a position belonging to one of the classes of employment prescribed in the Classification Plan shall correspond to his or her period of employment with the Board.

However, seniority acquired under the preceding paragraph cannot be used to integrate an employee into one of the classes of employment prescribed in the Classification Plan nor for the purpose of movement of personnel or staff reduction.

**8-1.03**

The regular employee shall retain and accumulate his or her seniority in the following cases:

- a) when he or she is in active service;
- b) when he or she is on a leave of absence with salary prescribed in the Agreement;
- c) when he or she is absent from work because of a work accident or an occupational disease;
- d) when he or she is absent from work because of an accident or illness other than an occupational disease or work accident for a period not exceeding twenty-four (24) months;
- e) in other cases where a provision of the Agreement specifically stipulates;
- f) when he or she is on a leave of absence without salary for union activities or studies; however, if he or she applies for a vacant position during his or her leave and obtains it, he or she must return to work and his or her leave without salary shall then be cancelled, if it is for a period of more than four (4) months;
- g) when he or she is temporarily laid off due to a cyclical slowdown or seasonal shutdown of activities in his or her sector;
- h) during a leave prescribed in article 5-4.00;
- i) when he or she is on leave of absence without salary for a period of one (1) month or less.

**8-1.04**

The regular employee shall retain his or her seniority but without accumulating it in the following cases:

- a) when he or she is on a leave of absence without salary for more than one (1) month, unless the Agreement specifically provides otherwise;

- b) when he or she is laid off for a period not exceeding twenty-four (24) months;
- c) when he or she is absent from work because of an illness or accident other than an occupational disease or work accident for more than twenty-four (24) months.

**8-1.05**

A regular employee shall lose his or her seniority under the following circumstances:

- a) when his or her employment is permanently terminated;
- b) when he or she is laid off for a duration in excess of twenty-four (24) months;
- c) when he or she refuses or fails to return to work without a valid reason within ten (10) days of a recall to work by registered letter or fax sent to his or her last known address.

**8-1.06**

Within sixty (60) days of the date on which the Agreement comes into force, the Board shall forward to the Union the list of seniority recognized for each employee under the first paragraph of clause 8-1.01; the seniority indicated on the list is acquired as of the June 30 preceding the date of the coming into force of the Agreement and cannot be contested by grievance, notwithstanding any provision to the contrary.

**8-1.07**

The Board shall post the list in its buildings for a forty-five (45)-day period or it shall forward a copy to each employee.

**8-1.08**

Any alleged error in the seniority list may be the subject of a grievance, which may be submitted to arbitration according to the procedure for settling grievances and arbitration.

**8-1.09**

The posted seniority list becomes official when the posting period has expired, subject to the changes resulting from a grievance submitted before the list becomes official. Any revision requested after the list becomes official cannot have any retroactive effect prior to the filing of the grievance.

**8-1.10**

No later than November 30 of each year, the Board shall update and post the seniority list for a forty-five (45)-day period. Seniority shall be computed as of the preceding June 30 and a copy shall be sent to the Union.

**8-1.11**

Clauses 8-1.08 and 8-1.09 shall apply after each updating of the seniority list.

**8-1.12**

When an employee acquires the status of regular employee, the Board shall inform him or her in writing of the seniority accumulated on that date and shall send a copy to the Union.

Every period worked for the Board, before obtaining the status of regular employee, as an employee referred to in clause 1-2.28 shall be recognized as seniority retroactively to the first date of hiring, unless there is an interruption of work for more than twenty-four (24) months, in which case the time worked before the interruption is not counted.

The period worked shall be calculated in proportion to the regular working hours.

**8-1.13**

The seniority of a regular employee who holds a part-time position shall be calculated in proportion to his or her regular working hours per week as compared to the number of regular working hours in the workweek prescribed in clause 8-2.01, 8-2.02 or 8-2.03, as the case may be, and shall accumulate under this article.

**8-2.00 WORKWEEK AND WORKING HOURS****8-2.01****A) Categories of Technical and Paratechnical Support and Administrative Support Positions**

The regular workweek shall be comprised of thirty-five (35) hours, divided from Monday to Friday, followed by two (2) consecutive days off. The duration of the regular workday shall be seven (7) hours.

**B) Category of Labour Support Positions**

The regular workweek shall be comprised of thirty-eight hours and forty-five minutes (38 h 45 min), divided from Monday to Friday, followed by two (2) consecutive days off. The duration of the regular workday shall be seven hours and forty-five minutes (7 h 45 min).

**8-2.02**

Notwithstanding clause 8-2.01, for certain classes of employment such as stationary engineer or guard, the regular workweek may be divided differently according to the department's needs, subject to clauses 8-2.04 and 8-2.06. It is agreed that any schedule which obliges an employee to work on Saturday or Sunday shall include two (2) consecutive days off.

**8-2.03**

In the case of an employee who benefits from a different number of weekly working hours, the salary scales shall apply in proportion to the regular hours worked in relation to those prescribed in clause 8-2.01.

**8-2.04**

The employee shall be entitled to a fifteen (15)-minute rest period with salary, per half-day of work, which is to be taken towards the middle of the period. He or she shall also be entitled to a minimum meal period of one hour without salary during his or her workday.

**8-2.05**

The Board shall maintain the work schedules in effect on the date of the coming into force of the Agreement.

**8-2.06**

The work schedules may be altered after written agreement between the Union and the Board. However, the Board may alter the existing schedules if administrative or pedagogical needs make the changes necessary. The Board shall then give the Union and the employee concerned a written notice of at least thirty (30) days before implementing the new schedule. An employee or the Union may, within thirty (30) working days after the notice was sent, resort to the procedure for settling grievances and arbitration.

When the arbitration roll is prepared, the grievance shall be entered and given hearing priority.

At the time of arbitration, the burden of proof lies with the Board. The arbitrator's mandate shall be to decide whether the changes were necessary; if they were not, the Board must return to the former schedules and the hours worked outside the regular schedule shall be considered as overtime as prescribed in article 8-3.00 for all the hours worked outside their regular schedule.

Unless there is a written agreement between the Union and the Board, no change may cause an employee to work split shifts.

#### **8-2.07**

The Board and the Union may, for the purpose of establishing a summer work schedule for employees, agree to a different distribution of the regular work schedule as long as the distribution does not cause a reduction in the number of hours of the regular workweek. The distribution of the regular work schedule may vary for each of the localities.

#### **8-2.08**

The work schedule of positions in special education must include time when students are not present, for the planning, preparation and organization required for services dispensed to students, for team meetings and for follow-up with parents and those involved in intervention efforts. However, this time does not apply to positions in the class of employment of attendant for handicapped students.

#### **8-2.09**

If, under the former Agreement, employees had a regular workweek with fewer working hours during certain periods, such as during the summer, this provision shall be maintained under the same conditions for the duration of the Agreement.

### **8-3.00 OVERTIME**

#### **8-3.01**

Any work specifically required by the immediate superior and performed by an employee, in addition to the hours of his or her regular workweek or regular workday or outside the hours prescribed in his or her schedule, shall be considered as overtime.

#### **8-3.02**

Overtime shall be assigned to the employee who started the work. If the work is not started during the regular working hours, it shall be given to an employee whose class of employment corresponds to the work to be performed.

#### **8-3.03**

If the overtime work can be performed by more than one employee in a class of employment, the Board shall attempt to distribute it as equitably as possible among the employees in the same office, school or territorial division.

#### **8-3.04**

For overtime carried out, employees shall be entitled to the following:

- a) any hours worked in addition to the number of hours of his or her regular workday or outside the hours prescribed in his or her schedule and during a weekly day off: a leave of a duration equal to one and a half (1 1/2) the time actually worked as overtime;
- b) any hours worked during a paid legal holiday prescribed in the Agreement in addition to his or her salary for the paid legal holiday: a leave of a duration equal to one and a half (1 1/2) the time actually worked as overtime;

- c) any hours worked on Sunday or during the second weekly day off: a leave of a duration equal to double the time actually worked as overtime.

**8-3.05**

The Board and the employee shall agree on the terms and conditions for applying the preceding clause by taking into account the requirements of the department; failing an agreement between the Board and the employee, within sixty (60) days of the date on which the overtime work was carried out, on the time when the leave prescribed in paragraphs a), b), and c) of the preceding clause may be taken, overtime shall be remunerated according to the rates prescribed in clause 8-3.06.

When the Board and the employee have agreed on the time when the leave is to be taken but it cannot be taken at that time either due to the needs of the department or due to circumstances beyond the employee's control, the employee shall then either be remunerated for the overtime according to the rates prescribed in clause 8-3.06 or shall take it in time off under paragraphs a), b) and c) of clause 8-3.04; in this latter case, the Board and the employee shall agree on the time when the leave may be taken.

**8-3.06**

Notwithstanding the foregoing, the Board and the employee may agree that the overtime be remunerated according to the following rates:

- a) at the basic salary rate increased by one half (one hundred and fifty percent (150%)) in the cases prescribed in paragraphs a) and b) of clause 8-3.04;
- b) at double the salary rate (two hundred percent (200%)) in the cases prescribed in paragraph c) of clause 8-3.04.

**8-3.07**

An employee may be exempted from working overtime when he or she is required to do so if the Board finds another employee in the same class of employment in the locality who accepts to perform the overtime work without hindering the proper progress of the work.

If no other employee in the same class of employment in the locality who is able to perform the work without hindering the proper progress of the work accepts, the Board shall designate an employee who is able to perform the work by taking into account the inverse order of seniority.

**8-3.08**

When an employee is recalled from his or her home to perform emergency work, he or she shall be entitled to a leave of a minimum duration of four (4) hours taken at a time agreed to with the Board if this is more advantageous than the application of clause 8-3.04, where applicable. Notwithstanding the foregoing, the Board and the employee may agree that the four (4) hours be remunerated at the regular rate.

**8-3.09**

Under the preceding provisions, overtime must be paid within a maximum period of one (1) month after the presentation of the claim duly signed by the employee and approved by the Board. The Board shall provide the forms.

**8-4.00 DISCIPLINARY MEASURES****8-4.01**

Every disciplinary measure and the reasons therefor must be set forth in a written notice addressed to the employee concerned. A copy of the notice must be forwarded to the Union within three (3) working days of sending the disciplinary measure to the employee concerned.

**8-4.02**

Except in the case of an indefinite suspension or a dismissal based on a moral or criminal issue, any final decision to dismiss or suspend indefinitely an employee must be preceded, subject to the fourth paragraph of this clause, by a meeting between the Board, the Union and the employee concerned. During that meeting, the Board shall inform the employee and the Union of the reasons for such measure. To this end, the employee must receive a written notice of at least three (3) working days before the meeting specifying the hour and the place where he or she must report and indicating the reason for the summons as well as the fact that he or she may be accompanied by a union representative. A copy of the notice shall also be forwarded to the Union within the same time limits.

In the case of an indefinite suspension or dismissal based on a moral or criminal issue, the meeting between the Board, the employee and the Union shall be convened within three (3) working days of the Board's initial decision.

Following any meeting held under this clause, the Board must send the employee a written notice of its final decision within thirty (30) days of the meeting. A copy of the notice shall also be sent to the Union within the same time limit.

The fact that the Union or the employee does not attend the duly summoned meeting shall not prevent the Board from instituting procedures or imposing a disciplinary measure.

**8-4.03**

Subject to clause 8-4.02, the Board shall convene an employee subject to a suspension either to suspend him or her or to discuss the suspension imposed on him or her. In this case and in the case where the Board decides to convene an employee regarding every other disciplinary measure which concerns him or her, the employee must receive a minimum forty-eight (48)-hour written notice specifying the hour and place where he or she must report and indicating the reason for the summons as well as the fact that he or she may be accompanied by a union representative. A copy of the notice shall be forwarded to the Union at the same time.

A disciplinary measure handed directly to an employee shall not constitute a summons within the meaning of the preceding provisions.

**8-4.04**

An employee may, after having made an appointment, consult his or her official file twice (2) a year, accompanied if he or she so desires, by his or her union representative. Moreover, with the employee's written authorization on the form provided in Appendix III, the union representative may consult an employee's official file after having made an appointment.

**8-4.05**

An employee subject to a disciplinary measure may submit a grievance. However, an employee subject to a dismissal or an indefinite suspension may submit his or her grievance directly to arbitration within thirty (30) working days after he or she received the notice informing him or her of the Board's final decision provided that the meeting prescribed in clause 8-4.02 has taken place.

**8-4.06**

A suspension shall not interrupt the employee's seniority. During the suspension, he or she shall continue to contribute to the various plans prescribed in the Agreement.

**8-4.07**

In the event of arbitration, the Board must establish that the disciplinary measure was imposed for just and sufficient reason.

**8-4.08**

In the case of a subsequent offence, the Board may invoke an infraction placed in the official file for which a disciplinary measure has been issued within twelve (12) months of the infraction only.

However, if more than one infraction of the same nature was committed within the twelve (12) months, each of the infractions, including the first one mentioned in the preceding paragraph, may be invoked only within twenty-four (24) months of each of them. Any disciplinary measure that is void shall be withdrawn from the file.

**8-4.09**

No disciplinary measure rescinded by the Board may be invoked against an employee; the same shall apply to a disciplinary measure declared unjustified by an arbitrator and the facts giving rise thereto.

**8-4.10**

Priority shall be granted to dismissal cases when preparing the arbitration roll.

**8-4.11**

Subject to clause 8-4.02, any disciplinary measure imposed more than sixty (60) days after the incident resulting in such a measure or after the Board's cognizance of such incident shall be null, void and illegal for the purpose of the Agreement. However, if an indefinite suspension is modified, the limit shall not apply at the time of the change.

**8-4.12**

In the case of dismissal contested by grievance, the Board shall not pay the employee concerned the amounts accumulated in the pension fund nor those accumulated in the bank of sick-leave days for as long as the grievance has not been settled. The employee shall continue to benefit from the health and life insurance plans, provided that the amounts accumulated to his or her credit cover both his or her contribution and that of the Board. Failing that, the employee must pay the full premiums in advance.

**8-5.00 HEALTH AND SAFETY****8-5.01**

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 employees.

**8-5.02**

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

**8-5.03**

The employee must:

- a) take the necessary measures to protect his or her health, safety or physical well-being;
- b) see to it that he or she does not endanger the health, safety or physical well-being of other persons 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.

**8-5.04**

Insofar as it is prescribed by law and the regulations applicable to it, the Board must take the measures necessary to protect the health and ensure the safety and physical well-being of employees; it must, in particular:

- a) ensure that the buildings under its jurisdiction are equipped and laid out in such a way as to protect the employees;
- 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 employees;
- c) provide suitable lighting, ventilation and heating;
- d) provide safety material and ensure that it is kept in good condition;
- e) allow an employee to undergo health examinations required for the application of the law and the regulations applying to the Board;
- f) provide for measures to ensure the safety of employees working evenings or nights.

**8-5.05**

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

**8-5.06**

When an employee 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 a representative authorized by the Board immediately.

As soon as he or she is notified, the immediate superior or, where applicable, the representative authorized by the Board shall convene the union representative mentioned in clause 8-5.10 if he or she is available or, in the case of an emergency, the union delegate of the building concerned; the purpose of this summons is to assess the situation and the corrective measures that the immediate superior or authorized representative of the Board intends to apply.

For the purpose of the meeting following the summons, the union representative or, where applicable, the union delegate, may temporarily interrupt his or her work, without loss of salary, including applicable premiums, if any, or reimbursement.

**8-5.07**

The right of an employee mentioned in clause 8-5.06 shall be exercised subject to the relevant provisions of the law and regulations respecting occupational health and safety applicable to the Board and subject to the terms and conditions specified therein, where applicable.

**8-5.08**

The Board cannot impose a layoff, a displacement, a disciplinary or discriminatory measure due to the fact that the employee exercised the right prescribed in clause 8-5.06 in good faith.

**8-5.09**

Nothing in the Agreement shall prevent the union representative or, where applicable, the union delegate from being accompanied by a union adviser at the meeting prescribed in clause 8-5.06; however, the Board or its representatives must be informed of the presence of the adviser before the meeting is held.



**8-5.10**

The Union may expressly designate one of its representatives to the Labour Relations Committee or to the committee set up under clause 8-5.02, where applicable, to deal with health and safety matters; the representative may be absent temporarily from work, after having informed his or her immediate superior, without loss of salary, including applicable premiums, if any, or reimbursement in the following cases:

- a) to attend a meeting prescribed in the third paragraph of clause 8-5.06;
- 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 an employee.

**8-6.00 CLOTHING AND UNIFORMS****8-6.01**

The Board shall provide its employees, free of charge, with any uniform, special clothing or safety shoes which it requires them to wear due to the nature of their work as well as any special article or garment required by law and the regulations.

Moreover, the Board and the Union, if they deem it necessary for the performance of duties, may agree that the Board provide the employee, free of charge, with any other garment, uniform or special article.

**8-6.02**

The uniforms, special garments and articles or safety shoes supplied by the Board shall remain its property and may only be replaced upon the return of the old uniform, garment, article or safety shoes, unless the employee is prevented from doing so due to circumstances beyond his or her control. The Board shall decide if a uniform, garment, article or safety shoes must be replaced.

**8-6.03**

The upkeep of uniforms, special garments and articles or safety shoes supplied by the Board shall be the employee's responsibility except for special garments such as overalls, smocks and other similar items which are used exclusively on the premises and for working purposes.

**8-7.00 REGULATIONS REGARDING ABSENCES****8-7.01**

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

**8-7.02**

On his or her return the employee shall submit to his or her immediate superior a certificate stating the reasons for his or her absence in conformity with the form provided in Appendix VII.

**8-8.00 TECHNOLOGICAL CHANGES****8-8.01**

For the purpose of this article, the expression "technological changes" means the changes resulting from the introduction of new equipment or its modification used to produce goods or services and which either modifies the duties entrusted to an employee or causes the abolishment of one or more positions.

**8-8.02**

The Board shall inform the Union in writing of its decision to introduce a technological change at least ninety (90) days before the date foreseen for the implementation of such a change.

**8-8.03**

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

- a) the nature of the change;
- b) the school, adult education centre, vocational training centre or department concerned;
- c) the date of implementation foreseen;
- d) the employee or group of employees concerned.

**8-8.04**

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 employees concerned; moreover, at the Union's request, the Board shall transmit the technical sheet of the new equipment, if it is available.

**8-8.05**

The Board and the Union shall agree to meet within forty-five (45) days of the sending of the notice mentioned in clause 8-8.02; on this occasion, the Board shall consult the Union on the effects of the technological changes foreseen on the organization of work.

**8-8.06**

The employee whose duties are modified as a result of the implementation of a technological change shall be entitled, if necessary, to the appropriate training or professional improvement, taking into account his or her skills. The costs of the training or professional improvement shall be borne by the Board. The training or professional improvement shall usually be provided during working hours.

**8-8.07**

The Board and the Union may agree on other terms and conditions concerning the implementation of a technological change or introduction of new software, particularly concerning the movement of personnel excluding any movement which could affect the security of employment or the acquisition of tenure.

**8-8.08**

The provisions of this article shall not have the effect of preventing the application of other provisions of the Agreement, particularly those of Chapter 7-0.00.

## **CHAPTER 9-0.00                      PROCEDURE FOR SETTLING GRIEVANCES, ARBITRATION AND DISAGREEMENT**

### **9-1.00            PROCEDURE FOR SETTLING GRIEVANCES**

#### **9-1.01**

Any employee who has a problem concerning his or her working conditions which may give rise to a grievance must discuss it with his or her immediate superior in order to attempt to solve it, accompanied if he or she wishes, by his or her union delegate or substitute. If the union delegate or substitute is unable to act or is absent, a union representative may accompany the employee if he or she so desires. However, the fact that the employee has not followed this procedure shall not cause him or her to lose any rights.

#### **9-1.02**

It is the express intent of the parties to settle all grievances regarding the application and interpretation of the Agreement as quick as possible.

#### **9-1.03**

In the case of a grievance, the Board and the Union shall agree to comply with the following procedure:

##### **a)     Step One**

The employee shall submit the grievance in writing to the authority designated by the Board or to the Board if there has been no such designation, within one hundred and twenty (120) days of the date of the event that gave rise to the grievance.

At the written request of the Board or the Union, the union representative(s), accompanied by the plaintiff if the latter so desires and the representative(s) of the Board, must meet to study the grievance within ten (10) working days of receiving it. In the case of a collective grievance, only one (1) plaintiff may take part in the meeting.

However, the fact that this procedure has not been followed shall cause neither the employee nor the Union to lose any rights.

In order to participate in such a meeting, a maximum of one (1) union representative may be released without loss of salary, including applicable premiums, if any, or reimbursement by the Union.

The Board shall give its written reply to the Union within forty-five (45) working days following the receipt of the grievance and shall forward a copy to the employee. The notice must clearly indicate, for information purposes and without prejudice, the main reasons for the decision.

##### **b)     Step Two**

In the case of an unsatisfactory reply, in the absence of a reply or if the reply of the Board was not forwarded within the time limits prescribed, the Union may submit the grievance to arbitration according to the provisions of this chapter.

#### **9-1.04**

The Union may submit a grievance on behalf of an employee, a group of employees or all employees. In this case, the Union must comply with the procedure prescribed in clause 9-1.03.

#### **9-1.05**

The time limits referred to in this article shall be compulsory. The Board and the Union may, however, agree in writing to extend the time limits.

Failure to comply with the time limits prescribed in this article shall render the grievance null, void and illegal for the purpose of the Agreement.

However, the rejection of a grievance cannot as such be considered as an acknowledgement by the Union of the Board's allegations and may not be invoked as a precedent.

#### **9-1.06**

The grievance notice shall contain a summary account of the facts identifying the problem raised. The notice shall also contain, for information purposes and without prejudice, the clauses concerned and the corrective measures required.

No grievance shall be rejected because of faulty drafting. The grievance may be amended provided that the amendment does not alter the nature of the grievance. If such an amendment is submitted within the five (5) working days preceding the hearing date, the Board shall obtain, upon request, a postponement.

### **9-2.00      ARBITRATION PROCEDURE**

#### **9-2.01**

The Union that wishes to submit a grievance to arbitration must, within a maximum time limit of thirty (30) working days of the expiry of the time limit prescribed in the last subparagraph of paragraph a) of clause 9-1.03, submit a written notice to this effect to the chief arbitrator whose name appears in clause 9-2.02. The notice must contain a copy of the grievance and of the Board's written reply, if any, and it must be sent by registered or certified mail.

However, the Union may submit the grievance to arbitration, in the manner prescribed in the preceding paragraph, as soon as it receives the reply of the Board as prescribed in clause 9-1.03.

A copy of the arbitration notice must be sent at the same time to the Board.

In the event of a disruption of postal services, the arbitration notice shall be sent by telegram, fax or teletype and, once postal services resume, the Union shall forward the aforementioned documents as quickly as possible.

#### **9-2.02**

All grievances submitted to arbitration shall be decided upon by an arbitrator chosen from among the following:

Jean-Guy Ménard, chief arbitrator;

Address:      Greffe des tribunaux d'arbitrage  
                 du secteur de l'Éducation  
                 Édifice Lomer-Gouin  
                 575, rue St-Amable, bureau 2.02  
                 Québec (Québec) G1R 5Y8

APRIL, Huguette<sup>1</sup>  
BARRETTE, Jean<sup>1</sup>  
BEAULIEU, Francine  
BEAUPRÉ, René  
BHÉRER, Jacques  
BRAULT, Serge  
CHOQUETTE, Robert  
CÔTÉ, André C.<sup>1</sup>  
COURTEMANCHE, Louis-B.  
DAVIAULT, Pierre<sup>1</sup>  
FABIEN, Claude<sup>1</sup>  
FAUCHER, Nathalie  
FORTIER, Diane

FORTIN, Pierre A.  
GAGNON, Denis  
JOBIN, Carol<sup>1</sup>  
LADOUCEUR, André  
LAMY, Francine<sup>1</sup>  
L'HEUREUX, Joëlle  
MÉNARD, Jean<sup>1</sup>  
MORIN, Marcel  
MORO, Suzanne<sup>1</sup>  
TOUSIGNANT, Lyse  
TREMBLAY, Denis  
VEILLEUX, Diane

or any other person appointed by the Centrale, the Fédération des commissions scolaires du Québec and the Ministère to act in this capacity.

However, the arbitrator shall proceed with the arbitration assisted by assessors if, when the grievance is entered on the monthly arbitration roll or in the next fifteen (15) days, there is a request to this effect by the representative of the Centrale, the Fédération des commissions scolaires du Québec or the Ministère.

### 9-2.03

In the event of an arbitration with assessors, an assessor shall be appointed by the Centrale and another appointed jointly by the Fédération des commissions scolaires du Québec and the Ministère within the time limit prescribed in the second paragraph of clause 9-2.02 to assist the arbitrator and represent each party during the hearing of the grievance and the deliberation.

The assessor thus appointed shall be deemed competent to sit whatever his or her past or current activities, interests in the dispute or duties in the Union, Board or elsewhere.

### 9-2.04

After recording the notice of arbitration mentioned in clause 9-2.01, the records office shall acknowledge receipt without delay to the Union. A copy of the acknowledgement, the grievance notice and the notice of arbitration shall be sent, without delay, to the Centrale, the Fédération des commissions scolaires du Québec, the Ministère and the Board.

### 9-2.05

The chief arbitrator or, in his or her absence, the chief records clerk under the authority of the chief arbitrator shall:

- a) prepare the monthly arbitration roll in the presence of the representatives of the Centrale, the Fédération des commissions scolaires du Québec and the Ministère;
- b) appoint an arbitrator from the list mentioned in clause 9-2.02;
- c) set the time, date and place of the first arbitration session;
- d) indicate for each grievance if it involves an arbitration referred to a single arbitrator, an arbitrator assisted by assessors according to the procedure described in this article or an arbitrator appointed according to the accelerated procedure described in Appendix XII.

The records office shall notify the arbitrators, the assessors, the parties concerned, the Centrale, the Fédération des commissions scolaires du Québec and the Ministère. The same shall apply to the arbitrator appointed to hear a grievance according to the accelerated procedure described in Appendix XII or to act as a mediator in the case of prearbitration mediation.

---

<sup>1</sup> Les arbitres Huguette April, Jean Barrette, René Beaupré, André C. Côté, Pierre Daviault, Claude Fabien, Carol Jobin, Francine Lamy, Jean Ménard et Suzanne Moro peuvent agir à ce titre jusqu'au 30 mars 2015.

**9-2.06**

Any grievance which originates in a community of the Board's territory shall be heard in Oujé-Bougoumou or in another community situated in the territory of the Board at the request of a party.

Any grievance which originates outside a community of the Board's territory shall be heard in Montréal.

Upon request from the Board, the parties may agree that certain hearings or parts of hearings, for example expert testimonies, can take place outside the Board's territory in order to facilitate the proceedings.

**9-2.07**

Subsequently, the arbitrator shall set the time, date and place of the subsequent sessions, where applicable, and shall so inform the records office; the records office shall notify the assessors, where applicable, the parties concerned, the Centrale, the Fédération des commissions scolaires du Québec and the Ministère. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors.

**9-2.08**

If the arbitrator is unable to act because he or she resigns, refuses to act or for other reasons, he or she shall be replaced according to the procedure established for the original appointment.

If the assessor is unable to act because he or she resigns, refuses to act or for other reasons, the party that designated him or her shall appoint a replacement.

**9-2.09**

The arbitrator may proceed with the arbitration if the party that the assessor represents does not designate a replacement within the time limits he or she prescribes.

**9-2.10**

The arbitrator shall proceed with all dispatch with the investigation of the grievance according to the procedure and evidence he or she deems appropriate.

**9-2.11**

At any time before the end of the hearings, the Centrale, the Fédération des commissions scolaires du Québec and the Ministère may individually or collectively intervene and may make any representation to the arbitrator that they deem appropriate or relevant.

However, if one of the parties mentioned in the preceding paragraph wishes to intervene, it must so inform the other parties.

**9-2.12**

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 sessions to be held in camera.

**9-2.13**

The arbitrator may deliberate in the absence of an assessor provided that he or she has notified the assessor under clause 9-2.06 at least seven (7) days in advance.

**9-2.14**

The arbitrator must render his or her decision within ninety (90) days of the end of the hearing, except in the case of the presentation of written notes, in which case the Board and the Union may agree to extend the time limit. However, the decision shall not be null for the sole reason that it was rendered after the expiry of the said time limits.

As long as the decision has not been rendered, the chief arbitrator cannot assign a grievance to an arbitrator who has not rendered his or her decision within the time limit allotted.

**9-2.15**

The arbitration decision shall state the reasons therefor and shall be signed by the arbitrator.

The assessor may draft a separate report which shall be attached to the decision.

The arbitrator shall file the signed original of the decision at the records office.

The records office, under the responsibility of the arbitrator or the chief arbitrator, shall forward a copy of the decision to the assessors, the parties involved, the Centrale, the Fédération des commissions scolaires du Québec and the Ministère and shall file for and on behalf of the arbitrator two (2) certified copies with the Ministre du Travail.

**9-2.16**

At the request of a party or on his or her own initiative, the arbitrator shall transmit or otherwise serve any order or document and may summon a witness as prescribed in the *Labour Code* (R.S.Q., c. C-27).

At any time before the final decision, an arbitrator may render any provisional or interlocutory decision which he or she deems fair and useful.

The arbitration decision shall be final, executory and shall bind the parties.

When the decision includes a time limit in which to comply with an obligation, the time limit shall begin on the day the decision was sent by the records office, unless the arbitrator decides otherwise in the decision.

**9-2.17**

An arbitrator may not, by his or her decision, subtract from, add to or modify the clauses of the Agreement.

**9-2.18**

Subject to articles 2-1.00, 9-1.00 and 9-2.00, a grievance filed by an employee who is no longer in the employ of the Board or by the Union for an employee who is no longer in the employ of the Board shall be considered as validly submitted to arbitration, provided that the facts which gave rise to the grievance occurred during the period of employment or as a result of his or her departure and entitle him or her to a monetary claim.

**9-2.19**

As regards a disciplinary measure, the arbitrator may uphold, modify or annul the decision of the Board. All compensation must take into account the amounts earned by the said employee during the period in which he or she should not have been suspended or dismissed.

**9-2.20****A) Fees and Expenses of the Arbitrator or Mediator**

In the case of an arbitration, the fees and expenses shall be paid by the party who submitted the grievance if the latter is dismissed or by the party to whom the grievance was submitted if the latter is accepted.

If the grievance is partially upheld, the arbitrator shall determine the proportion of the fees and expenses to be paid by each party.

Notwithstanding the aforementioned, in the case of a grievance regarding a dismissal, the arbitrator's fees and expenses are borne by the Ministère.

In the event of a settlement, whatever the number of grievances concerned and the nature of the settlement, the allowance to be reimbursed as cancellation costs as well as the fees and expenses of the arbitrator, if applicable, shall be shared equally between the parties or according to the modalities of the settlement.

Upon request from one of the parties, the arbitrator who takes note of the settlement can determine another sharing.

When the grievance remains unresolved, the allowance to be paid as cancellation costs shall be assumed by the party cancelling the grievance or the party that allows the grievance.

When there is a postponement, the party requesting the postponement of a hearing shall bear the fees and expenses incurred because of the postponement, if applicable; if this is a joint request, the fees and expenses are shared equally.

The allowance to be paid when cancelling a hearing shall be of four hundred dollars (\$400) and shall only apply when the request to cancel the hearing is presented to the arbitrator within thirty (30) days or less of the hearing.

In the case of a mediation, whatever the form, the mediator's fees and expenses shall be shared equally between the parties. In the event the role of the mediator changes to that of arbitrator in a given case, the fees and expenses of the arbitrator shall be assumed according to the regulations provided for in this clause. The conditions concerning the allowance to be reimbursed as cancellation costs for the arbitration shall apply, when applicable, to mediations.

**B) Terms and Conditions**

Paragraph A) only applies to any grievance submitted on or after February 1, 2006. Any grievance submitted prior to that date shall continue to be covered by clause 9-2.22 of the 2000-2002 collective Agreement.

**C) Expenses of the Records Office**

The expenses of the records office and the salary of its personnel shall be the responsibility of the Ministère.

The hearings and deliberations shall be held on premises provided free of rental cost.

**9-2.21**

The assessors shall be remunerated and their expenses reimbursed by the party they represent.

**9-2.22**

The stenography costs shall be assumed by the party that requires it.

If there is a transcript of the official stenographic notes, a copy thereof shall be forwarded by the stenographer, without cost, to the arbitrator and assessors before the beginning of the deliberation.



**9-3.00      DISAGREEMENT**

**9-3.01**

Any disagreement defined in clause 1-2.18 which may arise during the life of the Agreement shall be referred to the Labour Relations Committee prescribed in article 4-1.00.

**CHAPTER 10-0.00 MISCELLANEOUS PROVISIONS****10-1.00 PRINTING OF THE AGREEMENT****10-1.01**

The management group shall print the Agreement in a standard format within six (6) months of the coming into force of the Agreement, and shall make a copy available to each employee and sufficient copies for the Union. The same shall apply to the Classification Plan.

**10-1.02**

The translations costs in English and Cree shall be assumed by the Management Committee. The English version shall be made available to English-speaking employees and to the Union as soon as possible. The same applies if the Board has the agreement translated in Cree.

**10-1.03**

The time limits prescribed in the Agreement for filing a grievance shall be extended until such time as the Union has received one hundred (100) copies of the French version of the Agreement for its members.

**10-1.04**

For the purpose of applying clauses 10-1.01 and 10-1.02, the union group shall inform the management group, within thirty (30) days of the coming into force of the Agreement, of the exact number of copies of the Agreement and the Classification Plan it requires for the members of the Union on behalf of which it negotiates.

**10-2.00 APPENDICES****10-2.01**

The appendices shall be an integral part of the Agreement.

**10-3.00 INTERPRETATION OF TEXTS****10-3.01**

The French text shall constitute the official text of the Agreement.

**10-3.02**

For the purposes of this Agreement, the use of a fax shall constitute, in all cases, a valid method for transmitting a written notice.

**10-4.00 COMING INTO FORCE OF THE AGREEMENT****10-4.01**

The Agreement shall come into force on the date of signature and end on March 31<sup>st</sup>, 2015. Furthermore, it shall have no retroactive effect, unless otherwise stipulated.

However, the working conditions prescribed in the agreement shall continue to apply until the signing of a new collective agreement.

**10-4.02**

Unless otherwise provided, the Agreement shall replace any former collective agreement concluded between the Board and the Union.

Notwithstanding the preceding paragraph, the provisions of the former collective Agreement negotiated and agreed at the local or regional level in conformity with the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors* (R.S.Q., c. R-8.2) shall continue to be in force as long as they are not modified, repealed or replaced by agreement between the Board and the Union as prescribed by law.

The expression “former collective Agreement” refers to the provisions binding the parties for the 2005-2010 period.

**10-4.03**

Within sixty (60) days of the date of the coming into force of the Agreement, the employees in the employ of the Board shall be entitled to receive the payment of the amounts provided for in clause 10-4.07.

**10-4.04**

Within one hundred and twenty (120) days of the date of the coming into force of the Agreement, the Board shall provide the Union with the list of employees whose employment has ended between April 1<sup>st</sup>, 2010 and the date of signature of the Agreement as well as their last known address.

The employee whose employment ended between April 1<sup>st</sup>, 2010 and the date of the coming into force of the Agreement must make a written request to the Board for the amounts owing under clause 10-4.07 within one hundred and twenty (120) days following receipt of this list by the Union. In the case of an employee's death, the request may be made by his or her legal heirs.

The amounts provided for in clause 10-4.07 shall be paid within sixty (60) days of receiving the employee's request.

**10-4.05**

The Board shall provide employees with a copy of the statement of the retroactive payment calculations along with the retroactive payment, and forward a copy to the Union.

**10-4.06 Retroactivity**

The employee in the employ of the Board between April 1<sup>st</sup>, 2010 and the date of the coming into force of the Agreement shall be entitled to a retroactive payment equal to the difference, if it is positive, between the salary or, as the case may be, the amount he or she would have been entitled to taking into account his or her active service or the number of hours remunerated during the periods under the following provisions:

- 5-3.32 A), 5-4.00, 6-1.00, 6-2.00, 6-3.00, 6-5.00, 6-6.00, 6-7.00, 6-9.00, 7-7.12 and 8-3.00;  
and
- the amounts already paid by the Board to this effect between April 1<sup>st</sup>, 2010 and the date of the coming into force of the Agreement.

**10-4.07**

The Board shall apply the new salary scales provided for in Appendix I within forty-five (45) days of the date of the coming into force of the Agreement.

**10-4.08 Expressions “within ‘x’ days of the coming into force of the Agreement” and “within ‘x’ months of the coming into force of the Agreement”**

The calculation of any period comprising the expression “within ‘x’ days of the coming into force of the Agreement” or the expression “within ‘x’ months of the coming into force of the Agreement” shall be made as of the date of signing mentioned in clause 10-4.01.

**IN WITNESS WHEREOF**, the parties have signed in Québec on this 19<sup>th</sup> day of the month of January 2012 the provisions negotiated and agreed upon between the Management Negotiating Committee for the Cree School Board (CPNCSC) and the Centrale des syndicats du Québec (CSQ) on behalf of the Association des employés du Nord québécois (AENQ) represented by its bargaining agent, the Fédération du personnel de soutien scolaire (FPSS).

**FOR THE MANAGEMENT COMMITTEE**

**FOR THE UNION**

(signed) Line Beauchamp  
\_\_\_\_\_  
Line Beauchamp  
Ministre de l'Éducation, du Loisir et du Sport

(signed) Réjean Parent  
\_\_\_\_\_  
Réjean Parent  
President, CSQ

(signed) Abraham Jolly  
\_\_\_\_\_  
Abraham Jolly  
President, CPNCSC

(signed) Diane Cinq-Mars  
\_\_\_\_\_  
Diane Cinq-Mars  
President, FPSS-CSQ

(signed) Éric Bergeron  
\_\_\_\_\_  
Éric Bergeron  
Vice-President, CPNCSC

(signed) Joanne Quévillon  
\_\_\_\_\_  
Joanne Quévillon  
Vice-President, FPSS-CSQ

(signed) Brent Tweddell  
\_\_\_\_\_  
Brent Tweddell  
Coordinator, Provincial Negotiation, CSQ

(signed) Michel Beauchamp  
\_\_\_\_\_  
Michel Beauchamp  
Negotiator, CPNCSC

(signed) Yves Lanctôt  
\_\_\_\_\_  
Yves Lanctôt  
Deputy Coordinator, Provincial Negotiation, CSQ

(signed) Nellie S. Pachanos  
\_\_\_\_\_  
Nellie S. Pachanos  
Negotiator, CPNCSC

(signed) Patrick D'Astous  
\_\_\_\_\_  
Patrick D'Astous  
President, AENQ

(signed) Marie Claude Picard  
\_\_\_\_\_  
Marie Claude Picard  
Negotiator, CPNCSC

(signed) Larry Imbeault  
\_\_\_\_\_  
Larry Imbeault  
Negotiator, FPSS-CSQ

(signed) Natalie Petawabano  
\_\_\_\_\_  
Natalie Petawabano  
Negotiator, CPNCSC

(signed) Michael Palumbo  
\_\_\_\_\_  
Michael Palumbo  
Spokesperson, FPSS-CSQ

## APPENDIX I

HOURLY SALARY RATES AND SCALES<sup>1</sup>**Section 1      Hourly Salary Rates and Scales for the following periods:**

- from 2010-04-01 to 2011-03-31
- from 2011-04-01 to 2012-03-31
- from 2012-04-01 to 2013-03-31
- from 2013-04-01 to 2014-03-31
- as of 2014-04-01

**Section 2      Hourly Salary Rates and Scales resulting from the application of the *Pay Equity Act* (R.S.Q., c. E-12.001) for the following periods:**

- from 2010-04-01 to 2010-12-30
- from 2010-12-31 to 2011-03-31
- from 2011-04-01 to 2012-03-31
- from 2012-04-01 to 2013-03-31
- from 2013-04-01 to 2014-03-31
- as of 2014-04-01

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<sup>1</sup> The hourly salary rates and scales can be increased in accordance with clause 6-3.05 to 6-3.07.

## HOURLY SALARY RATES AND SCALES

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HOURLY SALARY RATES AND SCALES

Section 1      HOURLY SALARY RATES AND SCALES

1.1    CATEGORY OF TECHNICAL AND PARATECHNICAL SUPPORT POSITIONS

1.1.1 Subcategory of Technical Support Positions

Classes of employment:    **Social Work Technician**  
   **Special Education Technician**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$20.82	\$20.98	\$21.19	\$21.56	\$21.99
2	\$21.45	\$21.61	\$21.83	\$22.21	\$22.65
3	\$22.13	\$22.30	\$22.52	\$22.91	\$23.37
4	\$22.82	\$22.99	\$23.22	\$23.63	\$24.10
5	\$23.55	\$23.73	\$23.97	\$24.39	\$24.88
6	\$24.24	\$24.42	\$24.66	\$25.09	\$25.59
7	\$25.00	\$25.19	\$25.44	\$25.89	\$26.41
8	\$25.77	\$25.96	\$26.22	\$26.68	\$27.21
9	\$26.59	\$26.79	\$27.06	\$27.53	\$28.08
10	\$27.38	\$27.59	\$27.87	\$28.36	\$28.93
11	\$28.26	\$28.47	\$28.75	\$29.25	\$29.84
12	\$29.15	\$29.37	\$29.66	\$30.18	\$30.78

Classes of employment:    **Laboratory Technician**  
   **Building Technician**  
   **Electronics Technician**  
   **Vocational Training Technician**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$18.09	\$18.23	\$18.41	\$18.73	\$19.10
2	\$18.64	\$18.78	\$18.97	\$19.30	\$19.69
3	\$19.23	\$19.37	\$19.56	\$19.90	\$20.30
4	\$19.83	\$19.98	\$20.18	\$20.53	\$20.94
5	\$20.46	\$20.61	\$20.82	\$21.18	\$21.60
6	\$21.06	\$21.22	\$21.43	\$21.81	\$22.25
7	\$21.73	\$21.89	\$22.11	\$22.50	\$22.95
8	\$22.40	\$22.57	\$22.80	\$23.20	\$23.66
9	\$23.09	\$23.26	\$23.49	\$23.90	\$24.38
10	\$23.81	\$23.99	\$24.23	\$24.65	\$25.14
11	\$24.55	\$24.73	\$24.98	\$25.42	\$25.93
12	\$25.31	\$25.50	\$25.76	\$26.21	\$26.73

Class of employment:     **Administration Technician**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$17.19	\$17.32	\$17.49	\$17.80	\$18.16
2	\$17.75	\$17.88	\$18.06	\$18.38	\$18.75
3	\$18.48	\$18.62	\$18.81	\$19.14	\$19.52
4	\$19.12	\$19.26	\$19.45	\$19.79	\$20.19
5	\$19.89	\$20.04	\$20.24	\$20.59	\$21.00
6	\$20.57	\$20.72	\$20.93	\$21.30	\$21.73
7	\$21.42	\$21.58	\$21.80	\$22.18	\$22.62
8	\$22.20	\$22.37	\$22.59	\$22.99	\$23.45
9	\$23.04	\$23.21	\$23.44	\$23.85	\$24.33
10	\$23.91	\$24.09	\$24.33	\$24.76	\$25.26
11	\$24.80	\$24.99	\$25.24	\$25.68	\$26.19
12	\$25.75	\$25.94	\$26.20	\$26.66	\$27.19

Classes of employment:   **Graphic Arts Technician**  
                                      **School Transportation Technician**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$16.73	\$16.86	\$17.03	\$17.33	\$17.68
2	\$17.29	\$17.42	\$17.59	\$17.90	\$18.26
3	\$18.00	\$18.14	\$18.32	\$18.64	\$19.01
4	\$18.63	\$18.77	\$18.96	\$19.29	\$19.68
5	\$19.38	\$19.53	\$19.73	\$20.08	\$20.48
6	\$20.05	\$20.20	\$20.40	\$20.76	\$21.18
7	\$20.87	\$21.03	\$21.24	\$21.61	\$22.04
8	\$21.64	\$21.80	\$22.02	\$22.41	\$22.86
9	\$22.44	\$22.61	\$22.84	\$23.24	\$23.70
10	\$23.29	\$23.46	\$23.69	\$24.10	\$24.58
11	\$24.15	\$24.33	\$24.57	\$25.00	\$25.50
12	\$25.09	\$25.28	\$25.53	\$25.98	\$26.50

Classes of employment: **Audiovisual Technician**  
**Recreational Activities Technician**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$16.42	\$16.54	\$16.71	\$17.00	\$17.34
2	\$17.10	\$17.23	\$17.40	\$17.70	\$18.05
3	\$17.66	\$17.79	\$17.97	\$18.28	\$18.65
4	\$18.31	\$18.45	\$18.63	\$18.96	\$19.34
5	\$18.97	\$19.11	\$19.30	\$19.64	\$20.03
6	\$19.65	\$19.80	\$20.00	\$20.35	\$20.76
7	\$20.33	\$20.48	\$20.68	\$21.04	\$21.46
8	\$21.12	\$21.28	\$21.49	\$21.87	\$22.31
9	\$21.93	\$22.09	\$22.31	\$22.70	\$23.15
10	\$22.74	\$22.91	\$23.14	\$23.54	\$24.01
11	\$23.53	\$23.71	\$23.95	\$24.37	\$24.86
12	\$24.42	\$24.60	\$24.85	\$25.28	\$25.79

Classes of employment: **Documentation Technician**  
**Psychometry Technician**  
**Day Care Service Technician**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$17.34	\$17.47	\$17.64	\$17.95	\$18.31
2	\$18.05	\$18.19	\$18.37	\$18.69	\$19.06
3	\$18.64	\$18.78	\$18.97	\$19.30	\$19.69
4	\$19.33	\$19.47	\$19.66	\$20.00	\$20.40
5	\$20.03	\$20.18	\$20.38	\$20.74	\$21.15
6	\$20.74	\$20.90	\$21.11	\$21.48	\$21.91
7	\$21.45	\$21.61	\$21.83	\$22.21	\$22.65
8	\$22.30	\$22.47	\$22.69	\$23.09	\$23.55
9	\$23.15	\$23.32	\$23.55	\$23.96	\$24.44
10	\$24.00	\$24.18	\$24.42	\$24.85	\$25.35
11	\$24.86	\$25.05	\$25.30	\$25.74	\$26.25
12	\$25.75	\$25.94	\$26.20	\$26.66	\$27.19

Class of employment: **Braille Technician**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$16.70	\$16.83	\$17.00	\$17.30	\$17.65
2	\$17.38	\$17.51	\$17.69	\$18.00	\$18.36
3	\$17.95	\$18.08	\$18.26	\$18.58	\$18.95
4	\$18.62	\$18.76	\$18.95	\$19.28	\$19.67
5	\$19.29	\$19.43	\$19.62	\$19.96	\$20.36
6	\$19.98	\$20.13	\$20.33	\$20.69	\$21.10
7	\$20.66	\$20.81	\$21.02	\$21.39	\$21.82
8	\$21.47	\$21.63	\$21.85	\$22.23	\$22.67
9	\$22.30	\$22.47	\$22.69	\$23.09	\$23.55
10	\$23.13	\$23.30	\$23.53	\$23.94	\$24.42
11	\$23.94	\$24.12	\$24.36	\$24.79	\$25.29
12	\$24.83	\$25.02	\$25.27	\$25.71	\$26.22

Class of employment: **Food Management Technician**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$19.18	\$19.32	\$19.51	\$19.85	\$20.25
2	\$19.78	\$19.93	\$20.13	\$20.48	\$20.89
3	\$20.35	\$20.50	\$20.71	\$21.07	\$21.49
4	\$20.89	\$21.05	\$21.26	\$21.63	\$22.06
5	\$21.52	\$21.68	\$21.90	\$22.28	\$22.73
6	\$22.16	\$22.33	\$22.55	\$22.94	\$23.40
7	\$22.75	\$22.92	\$23.15	\$23.56	\$24.03
8	\$23.37	\$23.55	\$23.79	\$24.21	\$24.69
9	\$24.07	\$24.25	\$24.49	\$24.92	\$25.42
10	\$24.72	\$24.91	\$25.16	\$25.60	\$26.11
11	\$25.55	\$25.74	\$26.00	\$26.46	\$26.99
12	\$26.23	\$26.43	\$26.69	\$27.16	\$27.70

Class of employment: **Data Processing Technician**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$18.91	\$19.05	\$19.24	\$19.58	\$19.97
2	\$19.56	\$19.71	\$19.91	\$20.26	\$20.67
3	\$20.16	\$20.31	\$20.51	\$20.87	\$21.29
4	\$20.86	\$21.02	\$21.23	\$21.60	\$22.03
5	\$21.53	\$21.69	\$21.91	\$22.29	\$22.74
6	\$22.22	\$22.39	\$22.61	\$23.01	\$23.47
7	\$22.93	\$23.10	\$23.33	\$23.74	\$24.21
8	\$23.70	\$23.88	\$24.12	\$24.54	\$25.03
9	\$24.49	\$24.67	\$24.92	\$25.36	\$25.87
10	\$25.27	\$25.46	\$25.71	\$26.16	\$26.68
11	\$26.10	\$26.30	\$26.56	\$27.02	\$27.56
12	\$26.97	\$27.17	\$27.44	\$27.92	\$28.48

Class of employment: **Data Processing Technician, Principal Class**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$22.62	\$22.79	\$23.02	\$23.42	\$23.89
2	\$23.41	\$23.59	\$23.83	\$24.25	\$24.74
3	\$24.15	\$24.33	\$24.57	\$25.00	\$25.50
4	\$25.01	\$25.20	\$25.45	\$25.90	\$26.42
5	\$25.86	\$26.05	\$26.31	\$26.77	\$27.31
6	\$26.71	\$26.91	\$27.18	\$27.66	\$28.21
7	\$27.72	\$27.93	\$28.21	\$28.70	\$29.27
8	\$28.69	\$28.91	\$29.20	\$29.71	\$30.30
9	\$29.71	\$29.93	\$30.23	\$30.76	\$31.38

Class of employment: **School Organization Technician**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$18.75	\$18.89	\$19.08	\$19.41	\$19.80
2	\$19.33	\$19.47	\$19.66	\$20.00	\$20.40
3	\$19.93	\$20.08	\$20.28	\$20.63	\$21.04
4	\$20.55	\$20.70	\$20.91	\$21.28	\$21.71
5	\$21.22	\$21.38	\$21.59	\$21.97	\$22.41
6	\$21.84	\$22.00	\$22.22	\$22.61	\$23.06
7	\$22.52	\$22.69	\$22.92	\$23.32	\$23.79
8	\$23.24	\$23.41	\$23.64	\$24.05	\$24.53
9	\$23.96	\$24.14	\$24.38	\$24.81	\$25.31
10	\$24.66	\$24.84	\$25.09	\$25.53	\$26.04
11	\$25.48	\$25.67	\$25.93	\$26.38	\$26.91
12	\$26.23	\$26.43	\$26.69	\$27.16	\$27.70

Class of employment:       **Interpreter-Technician**

Week:           35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$19.50	\$19.65	\$19.85	\$20.20	\$20.60
2	\$20.15	\$20.30	\$20.50	\$20.86	\$21.28
3	\$20.78	\$20.94	\$21.15	\$21.52	\$21.95
4	\$21.50	\$21.66	\$21.88	\$22.26	\$22.71
5	\$22.19	\$22.36	\$22.58	\$22.98	\$23.44
6	\$22.88	\$23.05	\$23.28	\$23.69	\$24.16
7	\$23.63	\$23.81	\$24.05	\$24.47	\$24.96
8	\$24.43	\$24.61	\$24.86	\$25.30	\$25.81
9	\$25.21	\$25.40	\$25.65	\$26.10	\$26.62
10	\$26.05	\$26.25	\$26.51	\$26.97	\$27.51
11	\$26.87	\$27.07	\$27.34	\$27.82	\$28.38
12	\$27.77	\$27.98	\$28.26	\$28.75	\$29.33

1.1.2 Subcategory of Paratechnical Support Positions

Class of employment:       **Laboratory Attendant**

Week:       35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$15.48	\$15.60	\$15.76	\$16.04	\$16.36
2	\$15.86	\$15.98	\$16.14	\$16.42	\$16.75
3	\$16.22	\$16.34	\$16.50	\$16.79	\$17.13
4	\$16.61	\$16.73	\$16.90	\$17.20	\$17.54
5	\$16.99	\$17.12	\$17.29	\$17.59	\$17.94

Class of employment:       **Day Care Service Technician**

Week:       35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$17.18	\$17.31	\$17.48	\$17.79	\$18.15
2	\$17.78	\$17.91	\$18.09	\$18.41	\$18.78
3	\$18.40	\$18.54	\$18.73	\$19.06	\$19.44
4	\$19.02	\$19.16	\$19.35	\$19.69	\$20.08
5	\$19.65	\$19.80	\$20.00	\$20.35	\$20.76
6	\$20.35	\$20.50	\$20.71	\$21.07	\$21.49
7	\$21.03	\$21.19	\$21.40	\$21.77	\$22.21

Class of employment:       **Day Care Service Technician, Principal Class**

Week:       35 hours

Step	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$20.61	\$20.82	\$21.18	\$21.60
2	\$21.22	\$21.43	\$21.81	\$22.25
3	\$21.86	\$22.08	\$22.47	\$22.92
4	\$22.52	\$22.75	\$23.15	\$23.61
5	\$23.17	\$23.40	\$23.81	\$24.29

Class of employment:       **Nursing Assistant or  
those possessing a Diploma in Health**

Week:       35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$15.72	\$15.84	\$16.00	\$16.28	\$16.61
2	\$16.17	\$16.29	\$16.45	\$16.74	\$17.07
3	\$16.70	\$16.83	\$17.00	\$17.30	\$17.65
4	\$17.29	\$17.42	\$17.59	\$17.90	\$18.26
5	\$17.79	\$17.92	\$18.10	\$18.42	\$18.79
6	\$18.35	\$18.49	\$18.67	\$19.00	\$19.38
7	\$18.98	\$19.12	\$19.31	\$19.65	\$20.04
8	\$19.61	\$19.76	\$19.96	\$20.31	\$20.72
9	\$20.28	\$20.43	\$20.63	\$20.99	\$21.41
10	\$21.03	\$21.19	\$21.40	\$21.77	\$22.21

Class of employment:       **School Transportation Inspector**

Week:       35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$16.30	\$16.42	\$16.58	\$16.87	\$17.21
2	\$16.80	\$16.93	\$17.10	\$17.40	\$17.75
3	\$17.28	\$17.41	\$17.58	\$17.89	\$18.25
4	\$17.81	\$17.94	\$18.12	\$18.44	\$18.81
5	\$18.34	\$18.48	\$18.66	\$18.99	\$19.37
6	\$18.89	\$19.03	\$19.22	\$19.56	\$19.95
7	\$19.47	\$19.62	\$19.82	\$20.17	\$20.57
8	\$20.03	\$20.18	\$20.38	\$20.74	\$21.15
9	\$20.62	\$20.77	\$20.98	\$21.35	\$21.78

Class of employment:       **Printing Operator**

Week:       35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$15.48	\$15.60	\$15.76	\$16.04	\$16.36
2	\$15.99	\$16.11	\$16.27	\$16.55	\$16.88
3	\$16.45	\$16.57	\$16.74	\$17.03	\$17.37
4	\$17.07	\$17.20	\$17.37	\$17.67	\$18.02
5	\$17.54	\$17.67	\$17.85	\$18.16	\$18.52
6	\$18.09	\$18.23	\$18.41	\$18.73	\$19.10
7	\$18.63	\$18.77	\$18.96	\$19.29	\$19.68



Class of employment:       **Printing Operator, Principal Class**

Week:           35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$18.09	\$18.23	\$18.41	\$18.73	\$19.10
2	\$18.66	\$18.80	\$18.99	\$19.32	\$19.71
3	\$19.23	\$19.37	\$19.56	\$19.90	\$20.30
4	\$19.86	\$20.01	\$20.21	\$20.56	\$20.97
5	\$20.49	\$20.64	\$20.85	\$21.21	\$21.63

Class of employment:       **Data Processing Operator, Class I**

Week:           35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$17.21	\$17.34	\$17.51	\$17.82	\$18.18
2	\$17.81	\$17.94	\$18.12	\$18.44	\$18.81
3	\$18.46	\$18.60	\$18.79	\$19.12	\$19.50
4	\$19.17	\$19.31	\$19.50	\$19.84	\$20.24
5	\$19.87	\$20.02	\$20.22	\$20.57	\$20.98
6	\$20.59	\$20.74	\$20.95	\$21.32	\$21.75

Class of employment:       **Data Processing Operator, Principal Class**

Week:           35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$20.59	\$20.74	\$20.95	\$21.32	\$21.75
2	\$21.31	\$21.47	\$21.68	\$22.06	\$22.50
3	\$22.04	\$22.21	\$22.43	\$22.82	\$23.28
4	\$22.75	\$22.92	\$23.15	\$23.56	\$24.03
5	\$23.52	\$23.70	\$23.94	\$24.36	\$24.85
6	\$24.32	\$24.50	\$24.75	\$25.18	\$25.68
7	\$25.14	\$25.33	\$25.58	\$26.03	\$26.55

Class of employment:       **Binder**

Week:           35 hours

Rate 2010-04-01 to 2011-03-31	Rate 2011-04-01 to 2012-03-31	Rate 2012-04-01 to 2013-03-31	Rate 2013-04-01 to 2014-03-31	Rate as of 2014-04-01
\$19.38	\$19.53	\$19.73	\$20.08	\$20.48

1.2 CATEGORY OF ADMINISTRATIVE SUPPORT POSITIONS

Class of employment: **Buyer**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$19.38	\$19.53	\$19.73	\$20.08	\$20.48
2	\$19.94	\$20.09	\$20.29	\$20.65	\$21.06
3	\$20.58	\$20.73	\$20.94	\$21.31	\$21.74
4	\$21.29	\$21.45	\$21.66	\$22.04	\$22.48
5	\$21.93	\$22.09	\$22.31	\$22.70	\$23.15
6	\$22.53	\$22.70	\$22.93	\$23.33	\$23.80

Class of employment: **Office Agent, Class I**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$17.63	\$17.76	\$17.94	\$18.25	\$18.62
2	\$18.23	\$18.37	\$18.55	\$18.87	\$19.25
3	\$18.82	\$18.96	\$19.15	\$19.49	\$19.88
4	\$19.50	\$19.65	\$19.85	\$20.20	\$20.60
5	\$20.15	\$20.30	\$20.50	\$20.86	\$21.28

Class of employment: **Office Agent, Principal Class**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$19.78	\$19.93	\$20.13	\$20.48	\$20.89
2	\$20.36	\$20.51	\$20.72	\$21.08	\$21.50
3	\$21.01	\$21.17	\$21.38	\$21.75	\$22.19
4	\$21.74	\$21.90	\$22.12	\$22.51	\$22.96
5	\$22.39	\$22.56	\$22.79	\$23.19	\$23.65
6	\$23.00	\$23.17	\$23.40	\$23.81	\$24.29

Class of employment: **Storekeeper, Class II**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$15.48	\$15.60	\$15.76	\$16.04	\$16.36
2	\$15.86	\$15.98	\$16.14	\$16.42	\$16.75
3	\$16.22	\$16.34	\$16.50	\$16.79	\$17.13
4	\$16.61	\$16.73	\$16.90	\$17.20	\$17.54

Class of employment: **Storekeeper, Class I**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$16.87	\$17.00	\$17.17	\$17.47	\$17.82
2	\$17.46	\$17.59	\$17.77	\$18.08	\$18.44
3	\$18.05	\$18.19	\$18.37	\$18.69	\$19.06
4	\$18.63	\$18.77	\$18.96	\$19.29	\$19.68
5	\$19.26	\$19.40	\$19.59	\$19.93	\$20.33

Class of employment: **Storekeeper, Principal Class**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$19.23	\$19.37	\$19.56	\$19.90	\$20.30
2	\$19.92	\$20.07	\$20.27	\$20.62	\$21.03
3	\$20.58	\$20.73	\$20.94	\$21.31	\$21.74
4	\$21.29	\$21.45	\$21.66	\$22.04	\$22.48
5	\$21.94	\$22.10	\$22.32	\$22.71	\$23.16
6	\$22.68	\$22.85	\$23.08	\$23.48	\$23.95
7	\$23.45	\$23.63	\$23.87	\$24.29	\$24.78

Class of employment: **Secretary**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$16.72	\$16.85	\$17.02	\$17.32	\$17.67
2	\$17.23	\$17.36	\$17.53	\$17.84	\$18.20
3	\$17.71	\$17.84	\$18.02	\$18.34	\$18.71
4	\$18.27	\$18.41	\$18.59	\$18.92	\$19.30
5	\$18.80	\$18.94	\$19.13	\$19.46	\$19.85
6	\$19.35	\$19.50	\$19.70	\$20.04	\$20.44

Class of employment: **School or Centre Secretary**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$17.63	\$17.76	\$17.94	\$18.25	\$18.62
2	\$18.17	\$18.31	\$18.49	\$18.81	\$19.19
3	\$18.72	\$18.86	\$19.05	\$19.38	\$19.77
4	\$19.28	\$19.42	\$19.61	\$19.95	\$20.35
5	\$19.87	\$20.02	\$20.22	\$20.57	\$20.98
6	\$20.44	\$20.59	\$20.80	\$21.16	\$21.58
7	\$21.04	\$21.20	\$21.41	\$21.78	\$22.22

Class of employment: **Executive Secretary**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$19.21	\$19.35	\$19.54	\$19.88	\$20.28
2	\$19.80	\$19.95	\$20.15	\$20.50	\$20.91
3	\$20.41	\$20.56	\$20.77	\$21.13	\$21.55
4	\$21.03	\$21.19	\$21.40	\$21.77	\$22.21

1.3 CATEGORY OF LABOUR SUPPORT POSITIONS

1.3.1 Subcategory of Qualified Workman Positions

Week: 38.75 hours

Classes of employment:	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
<b>Trade Apprentice</b>					
<b>1<sup>st</sup> Year</b>	15.40	15.52	15.68	15.95	16.27
<b>2<sup>nd</sup> Year</b>	15.89	16.01	16.17	16.45	16.78
<b>3<sup>rd</sup> Year</b>	16.43	16.55	16.72	17.01	17.35
<b>4<sup>th</sup> Year</b>	16.99	17.12	17.29	17.59	17.94
<b>Cabinetmaker</b>	21.56	21.72	21.94	22.32	22.77
<b>Electrician</b>	21.56	21.72	21.94	22.32	22.77
<b>Electrician, Principal Class</b>	22.92	23.09	23.32	23.73	24.20
<b>Master Pipe Mechanic</b>	22.92	23.09	23.32	23.73	24.20
<b>Stationary Engineer, Class 4</b>	17.90	18.03	18.21	18.53	18.90
<b>Class 3</b>	19.83	19.98	20.18	20.53	20.94
<b>Class 2</b>	21.80	21.96	22.18	22.57	23.02
<b>Class 1</b>	\$22.49	\$22.66	\$22.89	\$23.29	\$23.76
<b>Mechanic, Class II</b>	\$20.05	\$20.20	\$20.40	\$20.76	\$21.18
<b>Mechanic, Class I</b>	\$21.56	\$21.72	\$21.94	\$22.32	\$22.77
<b>Carpenter</b>	\$20.62	\$20.77	\$20.98	\$21.35	\$21.78
<b>Certified Maintenance Workman</b>	\$20.62	\$20.77	\$20.98	\$21.35	\$21.78
<b>Painter</b>	\$19.13	\$19.27	\$19.46	\$19.80	\$20.20
<b>Locksmith</b>	\$19.62	\$19.77	\$19.97	\$20.32	\$20.73
<b>Welder</b>	\$21.56	\$21.72	\$21.94	\$22.32	\$22.77
<b>Specialized Shop Mechanic</b>	\$21.56	\$21.72	\$21.94	\$22.32	\$22.77
<b>Pipe Fitter</b>	\$21.56	\$21.72	\$21.94	\$22.32	\$22.77
<b>Glazier-Installer-Mechanic</b>	\$19.83	\$19.98	\$20.18	\$20.53	\$20.94

1.3.2 Subcategory of Maintenance and Service Positions

Week: 38.75 hours

Classes of employment:	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
Heavy Vehicle Driver Assistant	\$16.61	\$16.73	\$16.90	\$17.20	\$17.54
Trades Helper	\$16.99	\$17.12	\$17.29	\$17.59	\$17.94
Laundryman	\$16.40	\$16.52	\$16.69	\$16.98	\$17.32
Caretaker, Class II	\$17.71	\$17.84	\$18.02	\$18.34	\$18.71
Caretaker, Class I	\$19.51	\$19.66	\$19.86	\$20.21	\$20.61
Night Caretaker, Class II	\$17.26	\$17.39	\$17.56	\$17.87	\$18.23
Night Caretaker, Class I	\$18.79	\$18.93	\$19.12	\$19.45	\$19.84
Light Vehicle Driver	\$16.61	\$16.73	\$16.90	\$17.20	\$17.54
Heavy Vehicle Driver	\$18.97	\$19.11	\$19.30	\$19.64	\$20.03
Cook, Class III	\$18.95	\$19.09	\$19.28	\$19.62	\$20.01
Cook, Class II	\$19.83	\$19.98	\$20.18	\$20.53	\$20.94
Cook, Class I	\$20.62	\$20.77	\$20.98	\$21.35	\$21.78
Guard	\$15.86	\$15.98	\$16.14	\$16.42	\$16.75
Gardener	\$17.90	\$18.03	\$18.21	\$18.53	\$18.90
Maintenance Workman, Class II	\$16.22	\$16.34	\$16.50	\$16.79	\$17.13
Maintenance Workman, Class I (Window Installer, Tile Setter, Sander)	\$17.71	\$17.84	\$18.02	\$18.34	\$18.71

Section 2     **HOURLY RATES AND SCALES RESULTING FROM THE APPLICATION OF THE  
PAY EQUITY ACT (R.S.Q., c. E-12.001)**

2.1     **CATEGORY OF TECHNICAL AND PARATECHNICAL SUPPORT POSITIONS**

2.1.1   **Subcategory of Technical Support Positions**

Class of employment:     **Nurse**  
Week:                    35 hours

Step	Rates 2010-04-01 to 2010-12-30	Rates 2010-12-31 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$21.52	\$21.53	\$21.69	\$21.91	\$22.29	\$22.74
2	\$22.30	\$22.31	\$22.48	\$22.70	\$23.10	\$23.56
3	\$23.14	\$23.15	\$23.32	\$23.55	\$23.96	\$24.44
4	\$23.98	\$23.99	\$24.17	\$24.41	\$24.84	\$25.34
5	\$24.88	\$24.89	\$25.08	\$25.33	\$25.77	\$26.29
6	\$25.77	\$25.79	\$25.98	\$26.24	\$26.70	\$27.23
7	\$26.73	\$26.75	\$26.95	\$27.22	\$27.70	\$28.25
8	\$27.72	\$27.74	\$27.95	\$28.23	\$28.72	\$29.29
9	\$28.74	\$28.76	\$28.98	\$29.27	\$29.78	\$30.38
10	\$29.81	\$29.83	\$30.05	\$30.35	\$30.88	\$31.50
11	\$30.91	\$30.93	\$31.16	\$31.47	\$32.02	\$32.66
12	\$32.05	\$32.07	\$32.31	\$32.63	\$33.20	\$33.86

2.1.2   **Subcategory of Paratechnical Support Positions**

Classes of employment:     **Attendant for Handicapped Students  
Swimming Pool Supervisor**  
Week:                    35 hours

Step	Rates 2010-04-01 to 2010-12-30	Rates 2010-12-31 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$16.07	\$16.10	\$16.22	\$16.38	\$16.67	\$17.00
2	\$16.54	\$16.57	\$16.69	\$16.86	\$17.16	\$17.50
3	\$17.01	\$17.04	\$17.17	\$17.34	\$17.64	\$17.99
4	\$17.57	\$17.60	\$17.73	\$17.91	\$18.22	\$18.58
5	\$18.07	\$18.10	\$18.24	\$18.42	\$18.74	\$19.11
6	\$18.59	\$18.62	\$18.76	\$18.95	\$19.28	\$19.67

Class of employment:     **Student Supervisor**  
Week:                    35 hours

Step	Rates 2010-04-01 to 2010-12-30	Rates 2010-12-31 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$16.93	\$17.59	\$17.72	\$17.90	\$18.21	\$18.57
2	\$17.35	\$18.02	\$18.16	\$18.34	\$18.66	\$19.03
3	\$17.75	\$18.44	\$18.58	\$18.77	\$19.10	\$19.48
4	\$18.16	\$18.86	\$19.00	\$19.19	\$19.53	\$19.92
5	\$18.59	\$19.31	\$19.45	\$19.64	\$19.98	\$20.38

2.2 CATEGORY OF ADMINISTRATIVE SUPPORT POSITIONS

Class of employment: Office Agent, Class II

Week: 35 hours

Step	Rates 2010-04-01 to 2010-12-30	Rates 2010-12-31 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$16.69	\$16.79	\$16.92	\$17.09	\$17.39	\$17.74
2	\$17.10	\$17.20	\$17.33	\$17.50	\$17.81	\$18.17
3	\$17.48	\$17.59	\$17.72	\$17.90	\$18.21	\$18.57
4	\$17.90	\$18.01	\$18.15	\$18.33	\$18.65	\$19.02

Class of employment: Office Assistant

Week: 35 hours

Step	Rates 2010-04-01 to 2010-12-30	Rates 2010-12-31 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
	\$16.25	\$17.00	\$17.13	\$17.30	\$17.60	\$17.95

Class of employment: Reprography Operator

Week: 35 hours

Step	Rates 2010-04-01 to 2010-12-30	Rates 2010-12-31 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$15.48	\$17.35	\$17.48	\$17.65	\$17.96	\$18.32
2	\$15.86	\$17.78	\$17.91	\$18.09	\$18.41	\$18.78
3	\$16.22	\$18.18	\$18.32	\$18.50	\$18.82	\$19.20
4	\$16.61	\$18.62	\$18.76	\$18.95	\$19.28	\$19.67

Class of employment: Reprography Operator, Principal Class

Week: 35 hours

Step	Rates 2010-04-01 to 2010-12-30	Rates 2010-12-31 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$15.48	\$17.07	\$17.20	\$17.37	\$17.67	\$18.02
2	\$16.02	\$17.67	\$17.80	\$17.98	\$18.29	\$18.66
3	\$16.59	\$18.30	\$18.44	\$18.62	\$18.95	\$19.33
4	\$17.16	\$18.92	\$19.06	\$19.25	\$19.59	\$19.98
5	\$17.73	\$19.55	\$19.70	\$19.90	\$20.25	\$20.66
6	\$18.34	\$20.23	\$20.38	\$20.58	\$20.94	\$21.36
7	\$18.97	\$20.92	\$21.08	\$21.29	\$21.66	\$22.09



2.3 CATEGORY OF LABOUR SUPPORT POSITIONS

2.3.1 Subcategory of Maintenance and Service Positions

Week: 38.75 hours

Classes of employment:	Rate 2010-04-01 to 2010-12-30	Rate 2010-12-31 to 2011-03-31	Rate 2011-04-01 to 2012-03-31	Rate 2012-04-01 to 2013-03-31	Rate 2013-04-01 to 2014-03-31	Rate as of 2014-04-01
General Kitchen Assistant	\$16.72	\$17.00	\$17.13	\$17.30	\$17.60	\$17.95
Maintenance Workman, Class III (Domestic Help)	\$16.25	\$16.65	\$16.77	\$16.94	\$17.24	\$17.58

**APPENDIX II                      MOVING EXPENSES**

1. The provisions of this appendix aim to determine that to which the employee, who can benefit from a reimbursement of his or her moving costs, is entitled as moving expenses within the framework of relocation as prescribed in article 7-3.00.
2. Moving expenses shall not be applicable to the employee unless the Regional Placement Bureau agrees that the relocation of the employee necessitates his or her moving.

Moving shall be deemed necessary if it takes place and if the distance between the employee's new place of work and his or her former domicile is greater than sixty-five (65) kilometres.

**Transportation Costs of Furniture and of Personal Effects**

3. The Board shall reimburse, upon presentation of supporting vouchers, the costs incurred for the transportation of the furniture and personal effects of the employee concerned, including the packing, unpacking and the costs of the insurance premium, or the costs of towing a mobile home, on the condition that he or she supply, in advance, at least two (2) detailed quotations of the costs to be incurred.
4. However, the Board shall not pay the cost of transporting the employee's personal vehicle unless the location of his or her new domicile is inaccessible by road. Moreover, the cost of transporting a boat, a canoe, etc. shall not be reimbursed by the Board.

**Storage**

5. When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new domicile, the Board shall reimburse the costs of storing the employee's furniture and personal effects and those of his or her dependents for a period not exceeding two (2) months.

**Concomitant Moving Expenses**

6. The Board shall pay a moving allowance of seven hundred and fifty dollars (\$750) to any transferred employee who maintains a dwelling, in compensation for the concomitant moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the employee is assigned to a location where complete facilities are placed at his or her disposal by the Board. In the case where the employee does not maintain a dwelling, the Board shall pay a two hundred-dollar (\$200) allowance.

**Compensation for Lease**

7. The employee referred to in paragraph 1 shall also be entitled, where applicable, to the following compensation: for the abandonment of a dwelling without a written lease, the Board shall pay the equivalent of one (1) month's rent. If there is a lease, the Board shall indemnify the employee who must terminate his or her lease and for which the landlord demands compensation to a maximum of three (3) months' rent. In both cases, the employee must attest that the landlord's request is well-founded and submit supporting vouchers.
8. If the employee chooses to sublet his or her dwelling himself or herself, reasonable costs for advertising the sublease shall be assumed by the Board.

**Reimbursement of Expenses Inherent to the Sale or Purchase of a House**

9. The Board shall reimburse, relative to the sale of the relocated employee's principal house-residence, the following expenses:
  - a) the real estate agent's fees upon presentation of the contract with the real estate agent immediately after its signing, the sales contract and the account of the agent's fees;
  - b) the cost of notarized deeds chargeable to the employee for the purchase of a house for the purpose of residence at his or her place of assignment on the condition that the employee is already the proprietor of his or her house at the time of the transfer and that the said house be sold;

- c) the penalty for breach of mortgage, if need be;
  - d) the proprietor's transfer tax payable to the municipality, if need be.
10. When the house of the relocated employee, although it has been put up for sale at a reasonable price, is not sold at the time when the employee must enter a new agreement for lodging, the Board shall not reimburse the 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 three (3) months, the following expenses:
- a) municipal and school taxes;
  - b) the interest on the mortgage;
  - c) the cost of the insurance premium.
11. In the case where a relocated employee chooses not to sell his or her principal house (residence), he or she may benefit from the provisions of this paragraph in order to avoid a double financial burden due to the fact that his or her principal house-residence is not rented at the time when he or she must assume new obligations to live in the area of his or her assignment. The Board shall pay the employee, for the period in which his or her principal house-residence is not rented, the amount of his or her new rent, up to a period of three (3) months, upon presentation of the leases. Moreover, the Board shall reimburse the employee for the reasonable costs of advertisement and the costs of no more than two (2) trips incurred for the renting of his or her principal house-residence, upon presentation of supporting vouchers and in accordance with the regulation concerning travel expenses in effect at the Board.

#### **Travel and Accommodation Expenses**

12. When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new residence, the Board shall reimburse the employee for his or her accommodation expenses for himself or herself and his or her family in accordance with the regulation concerning travel expenses in effect at the Board for a period not exceeding two (2) weeks.
13. If the move is delayed with the authorization of the Board, or if the spouse or minor children are not relocated immediately, the Board shall assume the employee's transportation costs to visit his or her family every two (2) weeks, up to five hundred (500) kilometres, if the return trip is equal to or less than five hundred (500) kilometres, and, once a month, if the return trip exceeds five hundred (500) kilometres up to a maximum of sixteen hundred (1600) kilometres.
14. Moving expenses prescribed in this appendix shall be reimbursed within sixty (60) days of the employee's presentation of the supporting vouchers to the Board that engages him or her.

APPENDIX III                      CONSULTATION OF PERSONAL FILE

TO THE ATTENTION OF: Cree School Board

The undersigned employee of the Cree School Board

\_\_\_\_\_ hereby authorizes  
(employee’s surname and given name)

\_\_\_\_\_, union representative, to  
(authorized person’s surname and given name)

consult my personal file at the Cree School Board. The authorization is valid for thirty (30)  
days from \_\_\_\_\_ to \_\_\_\_\_ .

**IN WITNESS WHEREOF**, I have signed at \_\_\_\_\_ on this \_\_\_\_\_ day of the month of  
\_\_\_\_\_ 20 \_\_\_\_.

Signature: \_\_\_\_\_  
(employee)

APPENDIX IV

SABBATICAL LEAVE PLAN WITH DEFERRED SALARY

CONTRACT SIGNED

BETWEEN

THE CREE SCHOOL BOARD  
HEREINAFTER CALLED THE BOARD

AND

SURNAME: \_\_\_\_\_ GIVEN NAME: \_\_\_\_\_

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

HEREINAFTER CALLED THE EMPLOYEE

**I- Duration of Contract**

This contract shall come into force on \_\_\_\_\_ and shall expire on \_\_\_\_\_.

It may expire on a different date under the circumstances and according to the terms and conditions prescribed in sections V to XII of this contract.

**II- Duration of Sabbatical Leave and Inherent Terms and Conditions**

- a) The duration of the sabbatical leave shall be \_\_\_\_\_, that is, from \_\_\_\_\_ 20\_\_ to \_\_\_\_\_ 20\_\_.
- b) Upon his or her return from the leave, the employee shall be reinstated in his or her position. If the employee's position was abolished or if the employee was transferred under the Agreement, the employee shall be entitled to the benefits he or she would have received had he or she been at work.
- c) If an employee in surplus is relocated to another employer during the term of this contract, the contract shall be transferred to the new employer, unless the latter refuses, in which case section V shall apply; however, the Board shall not request a reimbursement if the employee has to reimburse the Board under section V.
- d) The duration of the leave must be for at least six (6) consecutive months and cannot be interrupted under any circumstances regardless of the duration prescribed in clause 5-10.05.
- e) During the leave, the employee cannot receive any remuneration from the Board or from another person or company with which the Board has ties other than the amount corresponding to the percentage of his or her salary determined in section III for the duration of the contract.
- f) Notwithstanding any benefit and condition to which the employee may be entitled during the contract, the leave with deferred salary shall start at the latest at the end of a maximum six (6)-year period from the date on which the employee's salary began to be deferred.

**III- Salary**

During each of the years referred to in this contract, the employee shall receive \_\_\_\_% of the salary to which he or she would be entitled under the Agreement.

(The percentage applicable is indicated in clause 5-10.04.)

**IV- Benefits**

- A) During each of the years of this contract, the employee shall benefit, insofar as he or she is normally entitled to it, from the following:
  - life insurance plan;
  - health insurance plan;
  - accumulation of sick-leave days, 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 sabbatical leave, the employee shall not be entitled to any of the premiums prescribed in the Agreement. During each of the other months of this contract, he or she shall be entitled, where applicable, to all of these premiums, without taking into account the decrease in his or her salary under section III.
- C) For the purpose of vacation, the sabbatical leave shall constitute active service. It is understood that, during the term of the contract, including the sabbatical leave, vacation shall be remunerated at the salary rate prescribed in section III. The vacation days considered as used during the sabbatical leave shall be in proportion to the duration of the leave.

- D) Each of the years referred to in this contract shall apply as a period of service for the purpose of the pension plans currently in force and the average salary shall be based on the salary that the employee would have received had he or she not taken part in the sabbatical leave with deferred salary.
- E) During each of the years of this contract, the employee shall be entitled to all the other benefits of his or her agreement which are not incompatible with the provisions of this contract.
- F) The Board shall maintain its contribution to the Québec Pension Plan, the Employment Insurance Plan, the Québec Parental Insurance Plan, the Québec Health Insurance Plan and the Occupational Health and Safety Plan for the duration of the leave.

#### **V- Retirement, Withdrawal or Resignation of the Employee**

In the event of the retirement, withdrawal or resignation of the employee, this contract shall terminate on the date of the retirement, withdrawal or resignation under the condition described hereinafter:

##### **A) The employee has already taken the leave (salary overpaid)**

The employee shall reimburse<sup>1</sup> the Board an amount equal to the difference between the salary received, for the term of the contract, and the salary he or she would have been entitled to for the same period if the leave had been without salary.

The reimbursement shall be without interest.

##### **B) The employee has not taken the leave (salary unpaid)**

The Board shall reimburse the employee, for the term of the contract, an amount equal to the difference between the salary to which he or she would have been entitled under the Agreement had he or she not signed this contract and the salary received under the present contract, without interest.

##### **C) The employee is on leave**

The amount owing by one of the parties shall be calculated as follows:

the salary received by the employee during the term of the contract less the salary he or she would have been entitled to for the same period if the leave (period already taken) had been without salary. If the balance is positive, the employee shall reimburse the balance to the Board; if the balance is negative, the Board shall reimburse the balance to the employee.

The reimbursement shall not bear interest.

#### **VI- Layoff or Dismissal of Employee**

In the event of the layoff or dismissal of the employee, this contract shall terminate on the effective date of the layoff or dismissal. The conditions prescribed in section V shall then apply.

#### **VII- Leave Without Salary**

During the term of the contract, the total of one or more leaves without salary authorized under the Agreement cannot exceed twelve (12) months. In this case, the duration of this contract shall be extended accordingly.

However, if the total of one or more leaves without salary exceeds twelve (12) months, the agreement shall terminate on the twelfth (12<sup>th</sup>) month and section V shall apply.

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<sup>1</sup> The Board and the employee may come to an agreement on the terms and conditions of reimbursement.

**VIII- Placement in Surplus of Employee**

An employee who is placed in surplus during the contract shall continue to participate in the plan.

In the case of an employee who is relocated to another employer in the education sector, paragraph c) of section II shall apply.

**IX- Death of the Employee**

In the event of the employee's death during the term of this contract, the contract shall terminate on the date of the employee's death and the conditions prescribed in section V shall apply. However, the Board shall not request a reimbursement if the employee has to reimburse the Board under section V.

**X- Disability****A) Disability develops during the sabbatical leave**

For the purpose of applying clause 5-3.32, disability shall be considered as beginning on the date the employee returns to work and not during the sabbatical leave.

However, he or she shall be entitled, during his or her sabbatical leave, to the salary according to the percentage determined in this contract.

At the end of the leave, the employee who is still disabled, shall be entitled to a salary insurance benefit resulting from the application of clause 5-3.32 based on the salary determined in this contract. Should the employee still be disabled at the expiry of this contract, he or she shall receive a salary insurance benefit based on his or her regular salary.

**B) Disability develops after the sabbatical leave with deferred salary**

The participation of the employee to the present contract continues and the salary insurance benefit, under clause 5-3.32, shall be based on the salary determined in the present contract. At the end of said contract, if the disability still exists, the employee shall receive salary insurance benefits based on his or her regular salary.

**C) Disability develops before the leave is taken and still exists at the time when the leave is supposed to take place**

In this case, the employee concerned may avail himself or herself of one of the following choices:

- 1) He or she may continue to participate in this contract and defer the leave until such time as he or she is no longer disabled. The employee shall then receive his or her salary insurance benefit resulting from the application of clause 5-3.32 based on the salary determined in this contract.

In the event that the disability still exists during the last year of the contract, the contract may then be interrupted as of the beginning of the last year until the end of the disability. During the interruption, the employee shall be entitled to the salary insurance benefit resulting from the application of clause 5-3.32 based on his or her regular salary.

- 2) He or she may terminate the contract and the conditions prescribed in section V shall then apply. The salary insurance benefit resulting from the application of clause 5-3.32 shall be based on his or her regular salary.

**D) Disability lasts for more than two (2) years**

At the end of the two (2)-year period, this contract shall expire and the conditions prescribed in section V shall apply. However, the Board shall not request a reimbursement if the employee has to reimburse the Board under section V.



**XI- Work Accident and Occupational Disease**

In the case of a work accident or occupational disease, the employee shall avail himself or herself of one of the following options:

- 1° interrupt the contract until he or she returns to work, it being understood that the contract shall terminate after a two (2)-year interruption period;
- 2° terminate the contract on the date of the event.

Article 7-7.00 shall apply on the date of the event.

The present section V shall apply when the employee has availed himself or herself of one of the options.

**XII- Maternity Leave (twenty-one (21) weeks or twenty (20) weeks) and Leave for Adoption (five (5) weeks)**

- A) If the maternity leave, paternity leave or leave for adoption takes place before or during the leave, the employee shall interrupt his or her participation for a maximum period of twenty-one (21) weeks or twenty (20) weeks for the maternity leave, as the case may be, or of five (5) weeks for the paternity leave for adoption, or of five (5) weeks for the leave for adoption. The contract shall then be extended accordingly, article 5-4.00 shall apply and the benefits prescribed in this article shall be based on the regular salary.
- B) However, if the maternity leave, paternity leave or leave for adoption takes place before the leave is taken, the employee may terminate this contract and consequently receive the unpaid salary (paragraph B) of section V). The benefits prescribed in article 5-4.00 shall be based on his or her regular salary.

**IN WITNESS WHEREOF**, the parties have signed in \_\_\_\_\_ on this \_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_ .

\_\_\_\_\_

For the Board

\_\_\_\_\_

Employee's signature

c.c.: Union

**APPENDIX V                      TOOLS**

The Board shall proceed as follows with regard to employees who are required by the Board to use their own tools at work:

On September 1 of each year, the Board shall assess for each employee concerned the value<sup>1</sup> of his or her own tools which he or she is required to use at work. The Board shall then pay the employee concerned an allowance equal to fifteen percent (15%) of the total value of the tools on September 1.

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<sup>1</sup>        The value shall be determined by taking into account the actual cost of the tools.

APPENDIX VI

UNION MEMBERSHIP APPLICATION FORM

Support Staff

Given name			Surname		
Point of departure					
Address			City		
Province		Postal code		Telephone	
Community of assignment					
Address			City		
Province		Postal code		Telephone	
Community of assignment			E-mail		
Date of birth			Employee number		
Year	Month	Day			

I, the undersigned, am applying for membership in the Association des employés du Nord québécois (AENQ)

I shall observe the by-laws, rules and decisions and pay the dues set by the Union. I authorize my employer to deduct the amount of union dues from my pay

Signature of candidate

Date

Signature of witness

Date

## APPENDIX VII

## ABSENCE REPORT

Name at birth: _____	Employee Number: _____
Given name: _____	Title: _____
Surname: _____	Place of work: _____

<b>ABSENCE:</b>			
was absent since	____/____/____ year month day	until	____ / ____ / ____ year month day
			inclusively
for	_____	_____	_____
	day(s)	half-day	hour(s)      minute(s)

  

**REASON FOR ABSENCE**

<input type="checkbox"/> Disability / less than 4 days	<input type="checkbox"/> Disability / 4 days or more (medical certificate)
<input type="checkbox"/> Parental responsibility	<input type="checkbox"/> Personal ( <i>support staff only</i> )
<input type="checkbox"/> Vacation	<input type="checkbox"/> Union activity
<input type="checkbox"/> Work accident	<input type="checkbox"/> Paternity leave
	<input type="checkbox"/> Fortuitous event
	<input type="checkbox"/> Maternity leave
	<input type="checkbox"/> Cultural

Without pay:    ☐ authorized                  ☐ unauthorized

With pay:         ☐ authorized

Special leaves (kinship) / Death \_\_\_\_\_ Marriage \_\_\_\_\_

Others ☐ Specify/ \_\_\_\_\_

IN WITNESS WHEREOF, I have signed on this \_\_\_\_ day of the month  
of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Employee's signature

APPROVED BY: \_\_\_\_\_

COMMENTS: \_\_\_\_\_ DATE: \_\_\_\_\_

Other pertinent information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX VIII

LETTER OF INTENT CONCERNING THE GOVERNMENT AND  
PUBLIC EMPLOYEES RETIREMENT PLAN**1. Legislative amendments**

The government shall adopt the necessary orders-in-council and propose to the National Assembly for adoption the necessary legislative provisions in order to make the amendments prescribed in sections 2 to 7 to *An Act Respecting the Government and Public Employees Retirement Plan* (RREGOP) (R.S.Q., c. R-10).

**2. Number of years of service**

The maximum number of credited years of service that can be used for calculating pensions has increased. This maximum shall be increased gradually and reach thirty-eight (38) years on January 1, 2014. Subject to the following, these years shall guarantee the same benefits as the previous ones:

- As of January 1, 2011, the number of credited years of service used for calculating pensions beyond thirty-five (35) years must be worked or redeemed. No redemption of service prior to January 1, 2011 may cause that the credited service used for calculating pensions shall exceed thirty-five (35) years on January 1, 2011.
- No retroactivity provision shall be allowed. Service exceeding thirty-five (35) credited years of service used for calculating pensions before January 1, 2011 shall not be recognized neither through a required contribution nor through a redemption.
- The pension reduction applicable as of the age of sixty-five (65) (QPP coordination) does not apply to the credited years of service used for calculating pensions exceeding thirty-five (35) years.
- An individual who receives a long-term salary insurance benefit cannot accumulate beyond thirty-five (35) creditable years used for calculating pensions.
- Any service occurred after January 1, 2011 beyond thirty-five (35) credited years of service is pensionable up to a maximum of thirty-eight (38) credited years of service.

Concerning the revaluation of pension credits, the increase from thirty-five (35) to thirty-eight (38) in the maximum number of years of service shall not result in the increase, or decrease, of the number of years that would be revalued if this measure did not exist.

**3. Pension credits**

As of January 1, 2011, the possibility of redeeming prior service in the form of pension credits is abolished.

**4. Contribution formula**

As of January 1, 2012, the contribution formula is amended based on the specifications described in Appendix 1.

The compensation, as described in Appendix 1, represents an amount that allows a contributor whose annualized salary is lower than the MPE to pay contributions comparable to the ones they would pay if the thirty-five percent (35%) MPE exemption was maintained.

The compensation amount is calculated each year, at the latest nine (9) months following the end of the calendar year, by the CARRA; it constitutes a shortfall for the participants' fund. This shortfall is absorbed each year by the government who transfers, at the three (3) months following the CARRA's calculation, the required amount from the employers' contribution fund to the RREGOP employee contribution fund (fund 301).

**5. Bank of ninety (90) days**

Absences without pay that are not redeemed and subsequent to January 1, 2011 may not be granted without cost upon retirement. However, absences without pay in consideration of parental leaves that are not redeemed can continue to be offset by the ninety (90)-day bank. The ninety (90)-day limit continues to apply.

**6. Frequency of actuarial valuations**

The frequency of actuarial valuations remains on a three (3)-year basis. However, an update of the actuarial valuation is performed yearly.

**7. Indexation clause**

Should there be a surplus that exceeds by more than twenty percent (20%) the unfunded liability for benefits for which members are responsible, as identified in a three (3)-year valuation based on assumptions whose relevance has been confirmed by an independent actuary or in an updated valuation, the indexation clause for benefits to which members are entitled that are payable to retirees with respect to service credited between June 30, 1982 and January 1, 2000 is improved on the January 1<sup>st</sup> following receipt by the Minister of the report of the independent actuary in the case of a three (3)-year actuarial valuation or on the January 1<sup>st</sup> following an update of such a valuation, to the extent that the portion of this surplus that exceeds twenty percent (20%) of the unfunded liability allows the cost of the improvement to be entirely covered.

This cost corresponds, with respect to the years of service credited between June 30, 1982 and January 1, 2000, to the difference between the present value of the benefits that would be payable to retirees according to the indexation clause applicable for the service credited after January 1, 2000 (CPI-three percent (3%) with a minimum of fifty percent (50%) of the CPI) and the present value of benefits for which members are responsible, payable to retirees pursuant to the indexation clause (CPI-three percent (3%)).

On January 1 of each subsequent year, the improvement of the indexation clause remains in effect only if, based on an update of the three (3)-year actuarial valuation or the receipt by the Minister of a report from the independent actuary validating a new three (3)-year actuarial valuation, there is a surplus that exceeds by more than twenty percent (20%) the unfunded liability of benefits for which members are responsible, and the portion of this surplus exceeding twenty percent (20%) of the unfunded liability entirely covers the cost of the increase as calculated above. It is understood that a benefit increased as the result of the improvement in the indexation granted for one (1) year will not be reduced thereafter.

With respect to the benefits for which the government is responsible, payable to retirees with regards to the service credited between June 30, 1982 and January 1, 2000, the government agrees, when the above conditions are met, to discuss with the union associations for whom this Letter of Intent is intended, the possibility of improving the indexation clause in the same way as it has been improved with respect to the benefits for which members are responsible.

When benefits to retirees with respect to service credited between June 30, 1982 and January 1, 2000 for which the government is responsible are not increased, a transfer of funds from the contributions by employees to the contributions of funds by employers must be made to ensure the cost-sharing of benefits provided by law, with the understanding that the improvement applies only to the portion of benefits for which members are responsible. The amount to transfer is determined by CARRA as of the December 31 preceding the improvement of benefits for which members are responsible, and payable to the retirees using the method and assumptions of the most recent actuarial valuation. This amount is transferred in the three (3)-month period following the date on which the CARRA has determined the amount to be transferred.

**8. Amendments to the pension plans**

Subject to the amendments prescribed herein during the term of this Agreement, no amendment to the RREGOP may make the provisions of the plan less favourable for members, unless there is an agreement between the negotiating parties to this effect.

## ANNEX 1

## CONTRIBUTION FORMULA

**A-** The participant's contribution to the RREGOP is currently determined based on the following formula:

**a) If Pensionable salary < 35% of MPE**

Contribution = 0

**b) If Pensionable salary > 35% of MPE**

Contribution = Rate A x (Pensionable salary – 35% of MPE)

Where MPE: Maximum pensionable earnings;

Rate A: The contribution rate applicable to the excess pensionable salary on 35% of the MPE determined by the CARRA during the actuarial valuation.

**B-** As of January 1, 2012, the above (point A) contribution formula shall be replaced by:

**a) If Pensionable salary < 35% of MPE**

Contribution = Rate B x [ Pensionable salary – Z% of the MPE ] – Compensation

Compensation = MAXIMUM [ 0; Rate B x (Pensionable salary – Z% of the MPE)]

**b) If Pensionable salary > 35% of MPE**

Contribution = Rate B x [ Pensionable salary – Z% of the MPE ] – Compensation

Compensation = MAXIMUM [ 0; Factor x ( MPE – Pensionable salary)]

Where Rate B: The contribution rate applicable to the excess pensionable salary on Z% of the MPE determined by the CARRA during the actuarial valuation;

Z: Equals 33 for 2012, 31 for 2013, 29 for 2014, 27 for 2015 and 25 for 2016;

Factor: A factor calculated annually by the CARRA so that the contributions paid by the contributors whose pensionable salary is below the MPE are essentially the same as when the current contribution formula is used (point A)

**APPENDIX IX****AMENDMENTS TO THE LETTER OF INTENT CONCERNING THE  
GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN  
SIGNED ON JULY 9, 2010**

Under the implementation of the legislative provisions arising out of the signature of the letter of intent, two amendments are made to this letter.

The first component deals with the elimination of a situation in which a participant could not reach thirty-eight (38) credited years of service. Indeed, considering the administrative impact of differentiating the long-term salary insurance benefits from the short-term ones, the saving clause to the effect that “An individual who receives a long term salary insurance benefit cannot accumulate beyond thirty-five (35) creditable years used for calculating pensions” is deleted.

The second component is to specify more clearly the objective of the parties concerning the elimination of recognized service in the form of pension credits. The wording should be as follows:

“As of January 1, 2011, the possibility of having prior service recognized in the form of pension credits with the RREGOP, RRE and RRF is abolished.”



**APPENDIX X****ARBITRATION MEDIATION**

- A) The Board and the Union which agree in writing on the arbitration mediation procedure prescribed in clause 9-2.20 shall advise the records office as soon as possible and shall indicate, if applicable, the prior grievance or grievances on which the arbitration mediation is based.
- B) The parties shall agree on the person who must act as mediator-arbitrator from the list of arbitrators provided in the Agreement, and shall so advise the records office. Failing an agreement, the mediator-arbitrator shall be appointed, at the request of either party, by the chief arbitrator from the same list.
- C) The mediator-arbitrator shall attempt to bring the parties to a solution. To this end, he or she shall have powers of conciliation.

If a settlement is reached at this stage, it shall be confirmed in writing and shall bind the parties.

- D) Failing a settlement, the mediator-arbitrator must render a decision on the grievance under article 9-2.00 which are not incompatible with this appendix.
- E) Pursuant to paragraph D), the arbitrator must hear the grievance with all dispatch and render his or her decision within fifteen (15) days of the end of the hearing; moreover, the arbitrator must hear the grievance on its merits before rendering a decision on a preliminary objection, unless he or she is able to dispose of it immediately. In this case, he or she must justify his or her decision on the objection at a later date.

## APPENDIX XI

## TERMS AND CONDITIONS FOR APPLYING THE PROGRESSIVE RETIREMENT PLAN

1. The progressive retirement plan, hereinafter called the "plan", is intended to enable an employee to reduce his or her time worked for a period of one (1) to five (5) years so that the number of hours worked per week must not be less than forty percent (40%) of the length of the regular workweek prescribed for his or her category of employment.<sup>1</sup>

Notwithstanding the preceding paragraph, the employee and the Board may agree that the number of hours worked be scheduled other than on a weekly basis.

2. Only the full-time regular employee or part-time regular employee whose regular workweek is greater than forty percent (40%) of the regular workweek prescribed for his or her class of employment and who participates in one of the pension plans currently in force (CSSP, RREGOP and TPP) may benefit from the plan but only once.
3. For the purposes of this appendix, the agreement mentioned shall be an integral part thereof.
4. To be eligible for the progressive retirement plan, the employee must first verify with the Commission administrative des régimes de retraite et d'assurances (CARRA) that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.

The employee shall sign the form required by CARRA and shall forward a copy to the Board.

5.
  - A) The employee who wishes to avail himself of herself of the progressive retirement plan must forward a written request to the Board at least ninety (90) days in advance. The time limit may be of a lesser duration with the Board's consent.
  - B) The request must specify the period foreseen for the progressive retirement plan, the number of hours worked and the schedule.
  - C) The employee shall also forward to the Board, at the same time as the request, an attestation from CARRA confirming that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.
6. Approval of the request for the progressive retirement plan shall be subject to an agreement with the Board, which shall take into account the requirements of the office, department, school, adult education centre concerned or vocational training centre.
7. During the progressive retirement period, the employee shall receive his or her salary, including the premiums to which he or she is entitled, in proportion to the hours worked.
8. During the progressive retirement period, the employee shall accumulate seniority and experience as if he or she had not availed himself or herself of the plan.
9. During the progressive retirement period, the Board shall pay its contribution to the health insurance plan on the basis of the employee's time worked prior to the agreement, provided that the employee pay his or her own contribution. For the term of the agreement, the employee shall be entitled to the life insurance plan from which he or she benefited prior to the agreement.
10. The Board and the employee shall sign, where applicable, the agreement prescribing the terms and conditions relating to the progressive retirement plan.

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<sup>1</sup> In the case of an employee who holds a position of a cyclical or seasonal nature, the number of hours worked cannot be less than forty percent (40%) of the duration of the regular working hours on an annual basis.

11. During the progressive retirement period, the pensionable salary for the purposes of the three (3) pension plans currently in force (CSSP, RREGOP and TPP) for the years or parts of years covered by the agreement is the salary the employee would have received or for a period during which benefits under the salary insurance plan are paid, to which he or she would have been entitled had he or she not availed himself or herself of the plan. The service credited for the purposes of the pension plans (CSSP, RREGOP and TPP) shall be the service that would have been credited had he or she not availed himself or herself of the plan.
12. For the term of the agreement, the employee and the Board must pay their share of the contributions to the pension plan on the basis of the applicable salary, as if the employee had not availed himself or herself of the progressive retirement plan.
13. Except for the preceding provisions, the employee who avails himself or herself of the progressive retirement plan shall be governed by the provisions of the Agreement applicable to a part-time employee whose weekly working hours are less than seventy-five percent (75%) of the duration of the regular workweek prescribed for his or her employment category.
14. The number of hours not worked per week by the employee participating in the plan shall be filled, where applicable, according to the provisions of clause 7-1.14 of the Agreement.
15. Should the employee not be entitled to his or her pension upon the expiry of the agreement due to uncontrollable circumstances prescribed by regulation, the agreement shall be extended to the date on which the employee will be entitled to his or her pension even though the total progressive retirement period exceeds five (5) years.

Any changes in the dates set for the beginning and termination of the agreement must have the prior approval of CARRA.

16.
  - A) In the event of the retirement, resignation, layoff, dismissal or death of the employee or, where applicable, upon expiry of the extension agreed to under clause 15, the agreement shall terminate on the date on which the event occurs.
  - B) The same shall apply to a withdrawal which can only occur with the consent of the Board.
  - C) The agreement shall also terminate if the employee is relocated to another employer as a result of the application of the provisions of the Agreement, unless the new employer agrees to continue the agreement, subject to the approval of CARRA.
  - D) If the agreement becomes null or terminates due to circumstances mentioned previously or prescribed by regulation, the pensionable salary, the credited service and the contributions shall be determined, for each of these circumstances, in the manner prescribed by regulation.
17. For each of the years of the agreement, the employee shall be entitled to all of the benefits of the Agreement that are not incompatible with the provisions of the agreement.
18. Upon expiry of the agreement, the employee shall resign automatically and shall be pensioned off.

ANNEX "A" OF APPENDIX XI

PROGRESSIVE RETIREMENT PLAN

AGREEMENT CONCLUDED

BETWEEN

The Cree School Board

hereinafter called the Board

AND

Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Address: \_\_\_\_\_

hereinafter called the employee

SUBJECT: PROGRESSIVE RETIREMENT PLAN

1. Period Covered by the Progressive Retirement Plan

This agreement shall come into force on \_\_\_\_\_ and shall expire on \_\_\_\_\_.

The agreement may expire on another date under the circumstances and according to the terms and conditions prescribed in articles 15 and 16 of Appendix XI of the collective Agreement.

2. Time Worked

For the period covered by the agreement, the employee’s time worked and his or her schedule shall be as follows:

Notwithstanding the preceding paragraph, the Board and the employee may agree to change the number of hours worked and his or her schedule, provided, however, that the time worked is not less than forty percent (40%) of the regular workweek prescribed for his or her employment category.

3. Other terms and conditions for applying the plan agreed to with the employee

IN WITNESS WHEREOF, the parties herein have signed in \_\_\_\_\_ on this \_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_.

For the Board

Employee's signature

**APPENDIX XII****ARBITRATION OF GRIEVANCES**

- A) In order to improve the effectiveness of the arbitration system, to reduce costs and to enable the local parties to assume greater responsibility for arbitration files, the parties agree, while complying with the current arbitration procedures prescribed in the Agreement, to use prearbitration mediation as the method for settling grievances.

**I- PREARBITRATION MEDIATION**

The Board and the Union may agree on prearbitration mediation in dealing with certain grievances and on the locality, in the territory of the Board, where the discussions will be held. To do so, the parties shall forward a joint notice to the records office indicating, where applicable, the name of the mediator chosen from the list of arbitrators prescribed in clause 9-2.02.

Only an employee of the Board and only an employee or an elected member of the Union may represent the parties.

The mediator shall attempt to help the parties reach a settlement. If a settlement is reached, it shall be drafted and the mediator shall take note thereof. The settlement shall bind the parties. The mediator shall file a copy at the records office.

The records office shall file two (2) certified copies at the Ministre du Travail.

The procedure shall apply for every group of grievances agreed between the Board and the Union.

In the event that a number of grievances included in the prearbitration mediation process are unresolved, those remaining shall be dealt with according to the arbitration procedure agreed to between the parties.

The mediator cannot act as an arbitrator in any grievance not settled in the prearbitration mediation process, unless the parties agreed otherwise, in writing, prior to mediation.

The honoraria and expenses of the arbitrator mandated to act as a mediator shall be borne in accordance with paragraph A) of clause 9-2.20.

**II- OTHER MEASURES**

In the context of the hearings prescribed in article 9-2.00, the lawyers assigned to every grievance file shall inform the arbitrator and each other of the preliminary remarks they intend to raise one (1) week prior to the hearing.

Every hearing shall be scheduled for 9:30. The lawyers, assessors, where applicable, and the arbitrator must, however, use the first half-hour for a private preparatory session.

The purpose of the preparatory session is to:

- ° improve the arbitration process, to better use the availability time invested therein and to accelerate the holding of hearings;
- ° allow the parties to declare, if not already done, the means they intend to use to plead the case other than those mentioned in the preliminary remarks;
- ° outline the dispute and identify the issues to be discussed in the course of the hearing;
- ° ensure the exchange of documentary evidence;
- ° plan the presentation of evidence to be produced in the course of the hearing;
- ° study the admissibility of certain facts;

- ° analyze any other question which could simplify or accelerate the hearings.

B) The grievances identified by the following numbers at the records office of the arbitration tribunals in the education sector shall be heard in Montréal:

- 85-T0015-5311
- 85-T0017-5311
- 85-00026-5311
- 88-C0001-5311

**APPENDIX XIII                      PARENTAL RIGHTS**

This appendix shall apply to temporary employees referred to in subparagraph 2) of paragraph b) of clause 2-1.01 whose period of engagement in the context of these articles is six (6) months or more.

Employees covered by this appendix shall benefit from article 5-4.00 according to the following terms and conditions:

- a) To be eligible for a maternity leave, the employee must have been employed by the Board at least twenty (20) weeks during the twelve (12) months preceding the leave.
- b) The employee shall benefit from parental rights only for the period during which he or she would have actually worked.
- c) The employee shall not be entitled to the provisions of article 5-4.00 concerning the extension of a maternity leave, paternity leave or leave for adoption.
- d) For these employees, the special leave prescribed in clause 5-4.21 shall be without salary, subject to the payment of salary for the four (4) days to which the employee may be entitled, as the case may be, under subparagraph c) of clause 5-4.21.
- e) For the purposes of applying paragraph D) of clause 5-4.15, the twenty (20) weeks immediately preceding the employee's maternity leave shall exclude any period of layoff in the calculation of her average basic weekly salary.



**APPENDIX XIV****LEAVE FOR THE GOOSE HUNTING PERIOD**

The Board shall grant, for the duration of the agreement, employees who are beneficiaries of the James Bay and Northern Québec Agreement, five (5) nonworking days with pay during the goose hunting period.

The days shall be added to the nonworking days with pay provided for in article 5-2.00 of the Agreement. However, the temporary employee shall only receive his or her salary if he or she has been employed at least thirty (30) days prior to the start of the leave.

It is understood that these five (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 and departments.

In the event that an employee from Post Secondary Student Services posted in Montréal or Gatineau is unable to take his or her leave at the prescribed moment, the Board may allow the employee to take the leave later but before the end of the school year. Under no circumstances can this leave be postponed to the following school year.

**APPENDIX XV****GRIEVANCES AND ARBITRATION**

Any arbitrator appointed under this Agreement shall be deemed competent to hear all grievances which arose before the date of the coming into force of the Agreement.

Any grievance which legally arose before the expiry of the former Agreement and submitted to arbitration after its expiry within the time limits prescribed in the former Agreement shall be deemed validly submitted to arbitration. To this end, the Board and the Ministère shall renounce raising the objection of the nonarbitrability on the basis of the nonexistence of working conditions following the expiry of the Agreement.

**APPENDIX XVI****CLASSIFICATION OF CERTAIN EMPLOYEES**

This appendix applies solely to employees for whom this Agreement constitutes a first agreement, and to employees who receive a first accreditation before the end of the Agreement.

In these cases, within sixty (60) days of the employee's accreditation the Board shall send him or her a notice establishing the class of employment and the step he or she holds, and shall also send a copy to the Union.

The employee whose classification (class of employment and step) has thus been established and who claims that the duties which he or she is required to perform principally and customarily by the Board correspond to a class of employment which differs from the one assigned, or who claims that the step assigned to him or her does not correspond to that to which he or she is entitled, may submit a classification grievance within ninety (90) days of receiving the notice of classification. This grievance may also be submitted by the Union and must state, whenever possible, the reasons for the disagreement. The Board shall forward its reply to the employee and a copy shall be sent to the Union within thirty (30) working days of the receipt of the classification grievance.

In the case of an unsatisfactory reply or failing a reply within the time limit prescribed, the employee or the Union may, within twenty (20) working days of the expiry of the time limit prescribed for the reply, submit the grievance to arbitration according to the procedure prescribed in article 9-2.00. In case of arbitration, clause 6-1.15 applies.

In that case, the arbitrator may only determine the class of employment in the Classification Plan and the salary step in which the employee should have been classified. If the arbitrator cannot establish similarity between the characteristic duties which the employee is required to perform principally and customarily by the Board and a class of employment in the Classification Plan, clauses 6-1.09 and 6-1.11 to 6-1.16 inclusive apply with the necessary changes.

The application of these provisions may not have the effect of causing the demotion of the employee concerned.

## APPENDIX XVII

**SPECIFIC TERMS AND CONDITIONS APPLICABLE TO THE  
EMPLOYEE WITH A CLASS OF EMPLOYMENT CONCERNED BY  
A SALARY ADJUSTMENT RESULTING FROM THE  
APPLICATION OF PAY EQUITY**

- 1) The employee is entitled, retroactively and according to the duration of his or her services, to an amount equal to the difference between:
  - the salary he or she would have received as of December 31, 2010 until the date of payment of the retroactivity and the salary received in application of the new salary rates and scales.

Except for the employee concerned with paragraph 2), the amounts owing are paid at the latest on September 30, 2011.

- 2) The employee who is no longer in the employ of the Board at the time of the payment of the retroactivity provided for in paragraph 1) must make a written request for payment in order to receive the amount of salary adjustment that is owed.

In the event of an employee's death, the request can be made by his or her heirs or assigns according to the same terms and conditions.

- 3) 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).
- 4) Section 2 of Appendix I as well and the present appendix cannot lead to a grievance under Chapter 9-0.00 of the 2010-2015 Agreement.

**APPENDIX XVIII****LETTER OF AGREEMENT CONCERNING THE WORKING CONDITIONS OF EMPLOYEES HIRED TO PERFORM DUTIES WITHIN THE FRAMEWORK OF ADULT EDUCATION COURSES OR IN A DAY CARE SERVICE UNDER THE AEGIS OF A SCHOOL BOARD, STUDENT SUPERVISORS WORKING TEN (10) HOURS OR LESS A WEEK AND CAFETERIA EMPLOYEES WORKING TEN (10) HOURS OR LESS A WEEK**

Considering that on the date of the coming into force of the Agreement, no employee of the Board is working within the framework of adult education courses or in a day care service under the aegis of a school board or working ten (10) hours or less a week as a student supervisor or ten (10) hours or less as a cafeteria employee.

The parties agree to apply, with the necessary changes, to an employee hired after the date of the coming into force of the Agreement, in the context of one of the functions previously mentioned, the pertinent provisions of the agreement negotiated and agreed at the provincial level on May 5, 2000 (S3 2000-2002 collective agreement) until such time as the negotiating parties agree otherwise.

**APPENDIX XIX                      LETTER    OF    AGREEMENT    CONCERNING    FAMILY  
RESPONSIBILITIES**

The negotiating union group CSQ-CNTU-QFL on the one hand, and the Government of Québec represented by the Conseil du trésor, on the other hand, recognize herein the close relationship between family and work. In this respect, the parties agree to take into account family and work responsibilities in the organization of work.

For this purpose, the parties shall encourage the local, regional or sectorial parties, as the case may be, to strike a better balance between parental and family responsibilities and work-related responsibilities in determining the working conditions and their application.

**APPENDIX XX****LETTER OF AGREEMENT CONCERNING THE CREATION OF A  
“SKILLED WORKERS” WORKING GROUP**

1. The parties agree to create a joint intersectoral working group composed of five (5) union representatives and five (5) employer representatives. The committee has the mandate to examine the situation pertaining to employee attraction and retention as concerns the class title of skilled workers in the public and parapublic sectors herewith annexed. If need be, the working group shall specify the nature of the problems that were identified.
2. The working group shall file its recommendations, joint or not, to the negotiating parties, at the latest on December 31, 2011.

Skilled Workers

#	Class Title	Public Service	Health & Social Services	School Support	College Support
1	Insulator		6395		
2	Heavy Vehicle Driver/Driver of Mobile Vehicles and Equipment, Class II	459-20	6355	5308	C926
3	Driver of Mobile Vehicles and Equipment, Class I	459-15			
4	Body Worker - Painter	436-10			
5	Cabinetmaker/Carpenter-Cabinetmaker	410-05	6365	5102	C716
6	Electrician	421-10	6354	5104	C702
7	Tinsmith		6369		
8	Brick Mason	414-10			
9	Machinist, Millwright / Millwright Specialist / Machinist	434-20	6353	5125	
10	Master Electrician/ Electrician, Principal Class / Chief Electrician	421-05	6356	5103	C704
11	Master Mechanic of Refrigerating Machines		6366		
12	Master Plumber / Master Pipe Mechanic		6357	5114	
13	Mechanic, Class I	434-05		5106	
14	Garage Mechanic /Mechanic, Class II	43410	6380	5137	
15	Stationary Engineer	417-05 à 417-95	6383	5107 à 5110	C726 à C744
16	Mechanic of Refrigerating Machines / Refrigerationist / Refrigeration Mechanic	418-10	6352		
17	Maintenance Mechanic / Millwright		6360		C719
18	Carpenter / Shop Carpenter / Carpenter-Joiner	410-10 410-15	6364	5116	C707
19	General Utility Worker / Certified Utility Worker	416-05	6388	5117	C708
20	Painter	413-10	6362	5118	C709
21	Plasterer		6368		
22	Plumber / Pipe Mechanic / Pipe Fitter / Plumbing – Heating Mechanic	420-05	6359	5115	C706
23	Airport Attendant	462-10			
24	Locksmith		6367	5120	
25	Welder / Blacksmith-Welder	435-10 435-05	6361	5121	
26	Glass Installer-Installer-Mechanic			5126	



## APPENDIX XXI

## PROJECTS OF A SOCIAL OR CULTURAL NATURE

The Board and the Union agree to apply the provisions of this appendix as an experiment in order to allow the Board to set up projects of a social or cultural nature for students, in particular for dropout prevention, the prevention of suicide among the young, the fight against drug abuse, the social insertion of students, the school insertion of young pregnant women, the elimination of violence in the school or any other situation of this nature agreed to between the Board and the Union.

Before setting up such a project, the Board shall consult the Union as to the nature, duration and staffing required as well as the source of financing.

The Board and the Union together with, if applicable, a union representing another category of personnel shall, each year, evaluate the conditions for the application of any project of a social or cultural nature for students.

A position so created shall constitute a specific assignment of a regular or temporary employee to accomplish tasks assigned by the Board in the context of:

- A) any activity or project financed by a source other than the Ministère;  
or
- B) an experimental project.

When the Board decides to fill a position for a project of a social or cultural nature for students, it shall proceed as follows:

- A) it shall fill the position with a beneficiary of the James Bay and Northern Québec Agreement who is in the same locality and has the qualifications required by the Classification Plan and meets the other requirements determined by the Board;  
  
if more than one candidate has the qualifications required by the Classification Plan and meets the other requirements determined by the Board, priority shall be given to the candidate who is an employee, taking into account seniority, experience and qualifications;
- B) failing this, it shall assign to the position, according to seniority, an employee in surplus who is in the same locality;
- C) failing this, it shall post the position in accordance with clause 7-1.04 and shall offer the position by choosing from among the regular employees:
  - 1) in the same locality who have applied for the position, according to seniority;
  - 2) failing this, at the level of the Board who have applied for the position, according to seniority;
- D) failing this, it shall fill the position by choosing, in the same locality and according to seniority, from among the regular employees laid off for less than two (2) years;
- E) failing this, it shall proceed according to the priority of employment list prescribed in clauses 7-1.18 to 7-1.23;
- F) failing this, it shall offer the position to the candidate of its choice.

In the context of the foregoing, the employee or the person concerned may only obtain the position if he or she has the qualifications required in the Classification Plan and meets the other requirements determined by the Board.

In the case of a regular employee assigned to this position, that employee's original position shall continue to be held by the latter for the first forty-eight (48) months, subject to the application of article 7-3.00.

When the Board decides to fill such a position that has become temporarily vacant, it shall proceed in accordance with clause 7-1.14.

This position cannot exceed forty-eight (48) months. If the position is renewed beyond the forty-eight (48) months, the Board shall transform it into a position within the meaning of clause 1-2.30 and the employee concerned shall become the incumbent of the newly created position. In this case, a temporary employee shall obtain the status of regular employee provided that he or she has held the position for a period equal to the probationary period prescribed in clause 1-2.22, and shall acquire tenure provided that on the date when the position is transformed he or she meets the conditions prescribed in clause 1-2.24. The same applies when the Board decides to transform such a position into a regular position in the sense of clause 1-2.30.

However, in the case of a regular employee, the latter may decide to return to his or her original position. In this case, the Board shall fill the new position in accordance with clause 7-1.03.

When the Board posts the new position, it must do so in accordance with the first paragraph of clause 7-1.04. Furthermore, it must include the following terms and characteristics:

- A) the original position of a regular employee who is assigned to a position in a project of a social or cultural nature shall continue to be held by that employee for the first forty-eight (48) months, subject to the application of article 7-3.00;
- B) the position in a project of a social or cultural nature shall become a regular position if it is maintained beyond the first forty-eight (48) months;
- C) in that case, the position shall be granted to the employee who held the position in question.

Any employee who is interested by the posting of a position in a project of a social or cultural nature may submit his or her application according to the method prescribed by the Board; he or she may also obtain, for information purposes, any additional information about the job description.

The Board and the Union agree to meet to discuss any question related to this appendix and to adopt the appropriate solutions. Any solution accepted in writing by both parties shall have the effect of amending the provisions of this appendix.

A temporary employee who is offered a position in a project of a social or cultural nature for students is entitled to the benefits in subparagraph 2) of paragraph b) of clause 2-1.01.

This appendix shall cease to apply as of March 31, 2015. Notwithstanding the foregoing, this appendix shall continue to apply, where applicable, to any project begun no later than March 31, 2014.

APPENDIX XXII

LIST OF SCHOOL BOARDS IN THE TERRITORY OF THE REGIONAL OFFICES

Regional Offices	School Boards
<b>Region 01</b>  Du Bas-Saint-Laurent et de la Gaspésie–Îles-de-la-Madeleine	Chic-Chocs (des) Eastern Shores Fleuve-et-des-Lacs (du) Monts-et-Marées (des) Phares (des) Îles (des) Kamouraska–Rivière-du-Loup (de) René-Lévesque
<b>Region 02</b>  Du Saguenay–Lac-Saint-Jean	De La Jonquière Lac-Saint-Jean (du) Pays-des-Bleuets (du) Rives-du-Saguenay (des)
<b>Region 03</b>  De la Capitale-Nationale et de la Chaudière-Appalaches	Appalaches (des) Beauce-Etchemin (de la) Capitale (de la) Central Québec Charlevoix (de) Côte-du-Sud (de la) Découvreurs (des) Navigateurs (des) Portneuf (de) Premières-Seigneuries (des)
<b>Region 04</b>  De la Mauricie et du Centre-du-Québec	Bois-Francis (des) Chemin-du-Roy (du) Chênes (des) Énergie (de l’) Riveraine (de la)
<b>Region 05</b>  De l’Estrie	Eastern Townships Hauts-Cantons (des) Région-de-Sherbrooke (de la) Sommets (des)
<b>Region 06.1</b>  De Laval, des Laurentides et de Lanaudière	Affluents (des) Laurentides (des) Laval (de) Pierre-Neveu Rivière-du-Nord (de la) Samares (des) Seigneurie-des-Mille-Îles (de la) Sir-Wilfrid-Laurier

Regional Offices	School Boards
<b>Region 06.2</b> De la Montérégie	Grandes-Seigneuries (des) Hautes-Rivières (des) Marie-Victorin New Frontiers Patriotes (des) Riverside Saint-Hyacinthe (de) Sorel-Tracy (de) Trois-Lacs (des) Val-des-Cerfs (du) Vallée-des-Tisserands (de la)
<b>Region 06.3</b> De Montréal	English-Montréal Kativik Lester-B.-Pearson Marguerite-Bourgeoys Montréal (de) Pointe-de-l'Île (de la)
<b>Region 07</b> De l'Outaouais	Coeur-des-Vallées (au) Draveurs (des) Hauts-Bois-de-l'Outaouais (des) Portages-de-l'Outaouais (des) Western Québec
<b>Region 08</b> De l'Abitibi-Témiscamingue et du Nord-du-Québec	Baie-James (de la) Crie Harricana Lac-Abitibi (du) Lac-Témiscamingue (du) Or-et-des-Bois (de l') Rouyn-Noranda (de)
<b>Region 09</b> De la Côte-Nord	Estuaire (de l') Fer (du) Littoral (du) Moyenne-Côte-Nord (de la)

**APPENDIX XXIII****LETTER OF AGREEMENT CONCERNING THE HOUSING POLICY  
AND AN INTERNAL APPEAL MECHANISM AS AN ALTERNATIVE  
METHOD TO RESOLVE CONFLICTS IN THIS MATTER**

The parties recognize that adequate housing constitutes an element promoting well-being and facilitating the retention of employees working on the Board's territory. The parties therefore agree that the housing policy shall, in particular, include the following principles:

- the dwelling shall be clean and in good condition when the employee takes possession and he or she shall maintain it as such;
- major repairs that are necessary shall be made within a reasonable time period;
- assignment of the dwelling shall first take into account the actual number of permanent occupants and seniority at the Board;
- the employee who has an adequate dwelling cannot displace another occupant, but can move into an available dwelling and shall pay all costs related to this move.

Furthermore, for the duration of the Agreement, the Board commits to maintaining in its policy a two-level internal appeal mechanism through which the employee can inform a competent authority at the Board should there arise any local difficulty related to the application or interpretation of the housing policy, in particular as regards attribution and maintenance. Should the conflict persist, the parties agree that this type of issue should not be subject to judicial proceedings. At that time, the parties shall call upon a mediator from the Ministère du Travail to help the parties identify avenues of solution.

This mediator shall be mandated for only one mediation session at the end of which he or she can make a recommendation.

In this mediation process, each party shall pay its costs and the costs to the Board shall be null. Therefore, only the Union, on behalf of the concerned employee, and the Board may participate. The conclusion of this mediation process cannot result in the application of Chapter 9-0.00.

Finally, the Board shall make public its new policy as soon as it comes into effect and at the beginning of each school year.

**APPENDIX XXIV                      JOB DESCRIPTIONS SPECIFIC TO THE CREE SCHOOL BOARD**

The Board and the Union agree to meet at the request of either party within sixty (60) days of that request in order to Determine the job descriptions specific to the Cree School Board and submit a request to the competent authorities to include them in the Classification Plan of the Management Negotiating Committee for English-language School Boards.

APPENDIX XXV

REVISION OF THE CLASSIFICATION PLAN

**Transitional measures for the classes of employment of Caretaker, Night Caretaker, Maintenance Worker-Class II, Documentation Technician, and Laboratory Technician**

**Whereas** the February 7, 2011 edition of the Classification Plan no longer includes the classes of employment of Caretaker and Night Caretaker;

**Whereas** these classes of employment have been replaced by the following:

Caretaker, Class I  
Caretaker, Class II  
Night Caretaker, Class I  
Night Caretaker, Class II;

**Whereas** these classes of employment have been integrated into Appendix 1 of the Agreement;

**Whereas** the February 7, 2011 edition of the Classification Plan also includes modifications to the following classes of employment:

Maintenance Worker, Class II  
Documentation Technician  
Laboratory Technician;

**Whereas** the employees concerned by these modifications must be advised of the class of employment, step or rate that was attributed to them by the Board;

The provincial negotiating parties agree to the following:

- A) The employee who has a position in one of the classes of employment that has been modified or replaced shall receive, within one hundred and twenty (120) days of the coming into force of the Agreement, a notice of classification with a copy to the Union that confirms, as of the coming into force of the collective Agreement, the corresponding class of employment consistent with the February 7, 2011 edition of the Classification Plan.
- B) The employee shall be integrated into the corresponding class of employment provided for in the February 7, 2011 edition of the Classification Plan in the following manner:

Classification Plan (February 1, 2006 Edition)	Classification Plan (February 7, 2011 Edition)
Documentation Technician	Documentation Technician
Laboratory Technician	Laboratory Technician
Caretaker (9275 m <sup>2</sup> and more) <sup>1</sup>	Caretaker, Class I
Caretaker (less than 9275 m <sup>2</sup> ) <sup>1</sup>	Caretaker, Class II
Night Caretaker (9275 m <sup>2</sup> and more) <sup>1</sup>	Night Caretaker, Class I
Night Caretaker (less than 9275 m <sup>2</sup> ) <sup>1</sup>	Night Caretaker, Class II
Maintenance Worker, Class II (Assistant Caretaker, Day Labourer)	Maintenance Worker, Class II

<sup>1</sup>

As regards the classes of employment of Caretaker and Night Caretaker, the amount of space noted in Appendix I of the 2005-2010 collective Agreement, Hourly Salary Rates and Scales, is added to the classes of employment to facilitate understanding.

- C) The employee concerned shall be integrated in the class of employment at the same step and at the corresponding rates and scales of the hourly salaries mentioned in Appendix 1 of the Agreement.
- D) The fact that an employee concerned by the preceding provisions is integrated cannot lead to a salary adjustment or retroactivity nor can it be interpreted as or correspond to a modification of the duties within the meaning of clause 6-1.07 of the Agreement and consequently give rise to a grievance.