

Agreement reached

between

on the one hand,

**The Management Negotiating Committee for the
Kativik School Board (CPNCSK)**

and

on the other hand,

**The Centrale des syndicats du Québec (CSQ) on behalf of the
Association des employés du Nord québécois (AENQ)**

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

Produced by the Management Negotiating Committee
for the Kativik School Board
(CPNCSK)

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CHAPTER 1-0.00 DEFINITIONS**1-1.00 DEFINITIONS**

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

1-1.01 Year of Schooling

Every complete year of schooling recognized as such for a teacher by the official attestation of the status of his or her schooling issued by the Minister, a school board¹ or the Board, under the *Manuel d'évaluation de la scolarité* in force or considered in force on the date of the coming into force of the agreement.

1-1.02 Year of Experience

Every year recognized as such under article 6-4.00.

1-1.03 Year of Service

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

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

1-1.04 School Year

The school year refers to the 12 months extending from July 1 of a given year up to and including June 30 of the following year.

1-1.05 Centrale

The Centrale des syndicats du Québec (CSQ).

1-1.06 Adult Education Centre

Institutional entity under the authority of a director of an adult education centre who assumes the coordination of services dispensed to adults in one or several establishment(s) located in a geographical sector of the Board.

1-1.07 Field of Teaching

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

1-1.08 Department Head

A teacher who, in addition to his or her duties as teacher in a school, an adult education centre or a group of schools or adult education centres, carries out his or her specific duties as department head with a group of teachers at the secondary level.

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

1-1.09 Management Committee

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

1-1.10 Board

The Kativik School Board.

1-1.11 Spouse

Spouse means persons:

- a) who are related by marriage or civil union and cohabiting;
- b) who are of the opposite or the same sex, are living in a conjugal relationship and are the father and mother of the same child; or
- c) who are of the opposite or the same sex and have been living in a conjugal relationship for a period of not less than one year.

However, persons shall cease to be considered as spouses upon the dissolution of their marriage through divorce or annulment or the dissolution of their civil union according to law or, if they are living in a conjugal relationship, upon a de facto separation for a period exceeding 3 months.

1-1.12 The James Bay and Northern Québec Agreement

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

1-1.13 Regional Office

The regional offices listed in Appendix XXVIII.

1-1.14 Principal

The person designated by the Board as its representative in a school or an adult education centre and who, in the name of the Board, assumes all the authority that it may delegate to him or her.

1-1.15 Centre Director

The person designated by the Board as its representative in a community and who, in the name of the Board, assumes all the authority it may delegate to him or her.

1-1.16 Vice-principal

The person to whom the Board delegates the responsibility of assisting the principal in his or her work.

1-1.17 Scale

The salary scale referred to in clause 6-5.03.

1-1.18 Experience Step

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

1-1.19 School

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

1-1.20 Teacher

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

1-1.21 Teacher-by-the-lesson

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

1-1.22 Part-time Teacher

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

1-1.23 Replacement Teacher

A teacher whose contract of engagement in Appendix III-d) determines that he or she is employed to replace a full-time teacher whose period of absence is expected to last through the full duration of the school year.

1-1.24 Full-time Teacher

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

1-1.25 Teacher on Availability

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

1-1.26 Regular Teacher

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

1-1.27 Fédération

The Fédération des commissions scolaires du Québec (FCSQ).

1-1.28 Government

Government of Québec.

1-1.29 Grievance

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

1-1.30 Students' Timetable

Students' timetable as defined by the Board after consultation with the Ministère.

1-1.31 Legally Qualified

Holding a personal authorization to teach issued by the Minister. The authorization shall take one of the following forms:

- a) a teaching diploma;
- b) a teaching permit;
- c) a provisional teaching authorization.

1-1.32 Ministère

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

1-1.33 Minister

The Minister of Education, Recreation and Sports.

1-1.34 Nonlegally Qualified

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

1-1.35 Period

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

1-1.36 Union Representative

Every person designated by the Union to perform union duties.

1-1.37 Head Teacher

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

1-1.38 Education Sector

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

1-1.39 Public and Parapublic Sectors

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

1-1.40 Specialist

Teacher generally assigned to teach a specialty.

1-1.41 Specialty

Specialty determined by the Board under Appendix VIII.

1-1.42 Casual Supply Teacher

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

1-1.43 Regular Substitute

A regular teacher whose duties consist in replacing absent teachers.

1-1.44 Union

The Association des employés du Nord québécois (AENQ).

1-1.45 Salary

The remuneration in legal currency to which the experience step and the scale in which a teacher is classified entitle him or her in accordance with Chapter 6-0.00; the remuneration includes all workdays, legal holidays and days of vacation.

1-1.46 Total Salary

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

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

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

2-1.02

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

2-1.03

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

- 1) casual supply teacher;
- 2) teacher-by-the-lesson;
- 3) the teacher employed by the Board who is teaching outside Québec following an agreement approved by the Minister between the teacher, the Board, the Government of Canada, the government of another province or the Government of Québec.

2-1.04

This agreement shall not apply to teachers coming from abroad or from another province and who teach for the Board following an agreement between the Board, the Government of Canada or the Government of Québec and another provincial government or a foreign government. In applying the provisions of Chapter 8-0.00, the Board shall undertake to consider the teacher as if he or she were one of its other teachers.

2-1.05

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

2-1.06

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

2-2.00 RECOGNITION**2-2.01**

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

2-2.02

The Board and the Union shall recognize the mandates and functions of the Education Committees for the purposes of assuming the responsibilities which certain clauses delegate specifically to them.

2-2.03

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

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

The Board shall recognize the Union's right to post union notices in the schools; the notices must be posted by a union representative.

The notices must be posted in the same places where the Board or the competent authority of the school posts or would post its/his or her own notices to the teachers. If the Board or the competent authority does not post its/his or her own notices, it/he or she must nevertheless provide a place for the Union to post its notices.

3-1.02

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

3-1.03

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

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

At the request of a union representative, the Board shall provide free of charge to the Union an available and suitable room in one of its buildings for the purpose of holding union meetings on the condition that the meetings do not interrupt the continuity of the students' courses.

3-2.02

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

3-2.03

At the request of a union representative, the Board shall permit the reasonable use of the following office equipment, providing the equipment is available in the school concerned and is not being used by school personnel, Board personnel or for the purposes of the Inuit community.

- a) Typewriters;
- b) Photocopiers;
- c) Audiovisual equipment;
- d) Telephone transmission equipment;
- e) Telephone equipment;
- f) Computers excluding those used in administration.

The Union shall provide the consumable supplies required for the use of such equipment. The Union is responsible for the use of the equipment and consequently bears the responsibility for any damage that may occur. Furthermore, the Union shall bear any additional costs incurred by the Board, upon submission of supporting documents.

3-2.04

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

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

3-3.00 DOCUMENTATION**3-3.01**

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

3-3.02

No later than October 15, the Board shall forward to the Union the complete list of all the teachers and shall indicate for each of them:

- a) his or her name;
- b) the number of years of service;
- c) his or her experience step;
- d) employment group;
- e) salary scale;
- f) the level that he or she teaches;
- g) the type of contract (full-time, part-time, replacement or by-the-lesson); whether he or she is on a leave of absence with or without salary;
- h) his or her status of head teacher or department head, if applicable;
- i) his or her point of departure;
- j) his or her place of work;
- k) the sector to which he or she belongs within the meaning of clause 5-3.03.

The Board shall inform the Union within 30 days of any modification or addition to the list.

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

3-3.03

The Board shall send to the Union, at the same time as to the Education Committees, copies of all regulations, directives, notices and orders which concern the pedagogical organization and working conditions of all the teachers of the Board or of a school. These documents shall be posted in the school and/or available on the Board's Website. They shall also be available for consultation from the competent school authority.

3-3.04

The Board shall send a copy of the minutes of the commissioners' meetings to the Union as soon as they are published.

3-3.05

No later than 30 days after it hires a teacher, the Board shall send to the Union the application form for membership provided in Appendix I. The Board shall not be required to keep a copy of the form in its files.

3-3.06

The Union shall forward to the Board the names of its union representatives within 15 days of their appointment and shall advise it of any subsequent change within 15 days of the change.

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

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

3-4.02

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

3-4.03

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

3-4.04

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

3-4.05

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

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

The Board shall recognize the position of union delegate.

3-5.02

For each school or group of schools, the Union shall appoint a teacher from the school or group of schools concerned to the position of union delegate.

For each school, it shall appoint a teacher from the school as a substitute for the union delegate.

The Union may appoint another teacher from the school as a second substitute for the union delegate.

For the purposes of applying this clause, school signifies: every establishment in which the Board organizes instruction.

3-5.03

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

3-5.04

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

3-5.05

The union delegate or his or her substitute shall perform his or her duties outside of his or her teaching workload. However, when he or she must leave his or her post, the union delegate or his or her substitute must give advance notice to the principal. Barring uncontrollable circumstances, the advance notice shall be of 48 hours.

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

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

3-5.06

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

3-6.00 LEAVES FOR UNION ACTIVITIES**Section I Leaves of absence without loss of salary, without reimbursement by the Union and without deduction from the bank of authorized days****3-6.01**

- A) Every meeting or assembly involving teachers shall normally be held outside the students' timetable.
- B) However, when, at the request of the Board or of the competent authority designated by the Board or with the Board's express permission, a meeting involving teachers is held during the students' timetable, these teachers may attend it without loss of salary, supplements or premiums for regional disparities for the duration of the meeting.
- C)
 - 1) When a hearing held under Chapter 9-0.00 takes place during the teacher's working day, the teacher called upon as a witness at the hearing shall obtain permission to be absent without loss of salary, supplements or premiums for regional disparities for the length of time deemed necessary by the arbitrator. Every teacher who is not released and whose presence is required to act as an advisor during the hearings before an arbitrator shall obtain permission from the authority designated by the Board to be absent without loss of salary, supplements or premiums for regional disparities.
 - 2) Notwithstanding the preceding paragraph, when the Board is not involved in a grievance and a hearing under Chapter 9-0.00 is held during the teacher's working day, the teacher concerned as a plaintiff or as a witness and whose presence is required at the hearing shall obtain permission to be absent without loss of salary, supplements or premiums for regional disparities for the length of time deemed necessary by the arbitrator.

- 3) When a hearing of a tribunal set up under the Labour Code dealing with labour relations is held during the teacher's working day, the teacher called upon as a witness at the hearing shall obtain permission to be absent without loss of salary, supplements or premiums for regional disparities for the length of time deemed necessary by the tribunal provided that the Board or, if applicable, the Board where he or she taught the previous year, be a party to the dispute.
 - 4) When a hearing of a federal or provincial administrative tribunal is held during the teacher's working day and that the fact he or she is called upon as a witness arises from his or her status as an employee, the teacher shall obtain permission to be absent without loss of salary, supplements or premiums for regional disparities for the length of time deemed necessary by the tribunal.
- D) The teacher who is not released and who is a member of a committee prescribed in the agreement which sits at the provincial level may be absent without loss of salary, supplements or premiums for regional disparities to attend the meetings of the committee.

3-6.02

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

However, in order to benefit from this clause, the teacher must give an advance notice to the school principal. Barring uncontrollable circumstances, the notice must be of 48 hours. Following the notice to the principal, the Union must forward without delay a written notice to this effect to the management of the Human Resources Department of the Board within 5 days of the beginning of the absence. The written notice must state that the absence is required under this clause and must specify the reason for the absence.

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

Section II Leaves of absence without loss of salary but for which the Union shall reimburse the Board

Leaves on a Full-time or Part-time Basis

3-6.03

- A) At the written request of the Union before May 1, or at another date agreed upon between the Union and the Board, the Board shall release, on a full-time or part-time basis for the entire following school year, the teacher(s) required and designated by the Union.
- B) Between August 1 and May 1, within 45 days of the Union's written request, the Board shall release, on a full-time or part-time basis for the balance of the current school year, the teacher(s) required and designated by the Union provided that the Board has found one or more replacements.

Notwithstanding the preceding paragraph, the Board may also grant full-time or part-time leaves for a portion of the school year. In this case, the duration foreseen for the leave must be agreed to beforehand.

- C) Every part-time leave must be:
 - 1) for the secondary-level teacher and the preschool and elementary-level specialist: for a fixed period of time in his or her timetable;
 - 2) for the preschool or elementary-level teacher other than the one referred to in subparagraph 1): either for mornings or for afternoons.

At the Unions request, the release time may vary so as to reorganize the workload of the teacher on union leave to take into account the school organization.

- D) The maximum number of teachers released on a part-time basis at the Board level shall be 2 teachers.

3-6.04

- A) 1) The Board shall pay to every teacher released under clause 3-6.03 the equivalent of the salary and, where applicable, supplements or premiums for regional disparities he or she would receive if he or she were actually performing his or her duties and, with the approval of the Board, any supplement that the Union asks it to pay him or her. Every teacher so released shall retain all the rights and benefits of the agreement to which he or she would be entitled if he or she were actually performing his or her duties.
- 2) The teacher on availability released under clause 3-6.03 shall not be subject, for the duration of his or her leave, to the obligation of reporting to his or her new employer if he or she had to accept an engagement under clause 5-3.19. However, the leave cannot be extended beyond the duration anticipated nor be renewed. Upon the expiry of the leave, the teacher must report to his or her new employer.

The preceding provisions shall not prevent the teacher from filling a vacant position in his or her board and thereby cancelling his or her status as teacher on availability in as much as he or she did not accept a position in another board.

- B) The Union shall undertake to reimburse the Board all amounts paid to the teacher so released and all amounts paid by the Board for or on behalf of the teacher within 30 days of the Board's invoice to this effect.
- C) The Board must be notified in writing before April 1 if the teacher so released for union business wishes to resume his or her duties with the Board for the following school year. Failing such a notice, the released teacher shall be so released for another year.

3-6.05

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

Occasional Leaves**3-6.06**

- A) Any union representative or delegate or his or her official substitute, with the written consent of the Union, shall obtain authorization to be absent to carry out every assignment of a union or professional nature conducted under the auspices of the Union. Barring uncontrollable circumstances, the authorization to be absent shall be subject to a 48-hour notice by telephone to the school principal.

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

- B) The number of days of absence allowed under this clause shall be:
- 1) 60 days for the president of the Union;
 - 2) 30 days for each elected member of the Union's board of directors or, for lack of a board of directors, for each elected member of the Union's executive;
 - 3) 23 days for each of the other union representatives or delegates or their official substitute.

- C) However, the number of days of absence allowed under this clause for all the persons mentioned shall be 95 days per year. The number shall be increased to 110 days per year if the Union president has an employment tie with the Board and is not released on a full-time or part-time basis.
- D) The Board and the Union may agree in writing to increase the number of days of absence allowed under this clause.
- E) The amalgamation, annexing or restructuring of the Board shall not result in a reduction of the number of days allowed a union under this clause.

3-6.07

Moreover, in order to attend the triennial convention of the Centrale, the Union shall benefit from an additional number of allowable days of absence at a rate of 3 days per official delegate. The number of days thus granted for the year of the convention shall constitute a bank to be used by the delegates according to the breakdown determined by the Union but for the sole purpose of attending the convention. The number of days shall be determined on the basis of one (1) delegate per 125 teachers in the Board.

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

However, in order to benefit from this clause, the teacher must give a written notice of at least 48 hours to the school principal. Following the advance notice to the school principal, the Union must forward without delay a written notice to the personnel department of the Board within 5 days of the beginning of the absence. The written notice must state that the absence is required under this clause and must specify the reasons for the absence.

3-6.08

The Board shall pay for any substitution caused by the absences prescribed in clauses 3-6.06 and 3-6.07 and the Union shall undertake to reimburse the Board the salary paid by the Board to the person who carried out the substitution.

The reimbursement shall be made within 30 days of the Board's invoice to this effect.

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

Section III Leaves without salary for union activities

3-6.09

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

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

3-7.00 DEDUCTION OF UNION DUES OR THEIR EQUIVALENT

3-7.01

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

3-7.02

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

3-7.03

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

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

3-7.04

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

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

3-7.05

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

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

3-7.06

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

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

3-7.07

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

3-7.08

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

3-7.09

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

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

3-7.10

On all T4 or Relevé 1 income tax forms, the Board shall enter the total amount deducted as union dues for the calendar year concerned.

3-7.11

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

3-7.12

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

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

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

This chapter establishes two mechanisms of consultation: one at the school level, the other at the board level.

4-1.02

The mechanisms of consultation allow for the formation of 2 advisory committees: the school council and the board committee.

4-2.00 FORMATION OF THE SCHOOL COUNCIL**4-2.01**

Within 60 days of the first day of school in the community, but before October 15 of each year, the general assembly of teachers of a school shall be responsible for setting up a school council and informing, in writing, the school principal, centre director and the Education Committee, of the names of the members of the council.

4-2.02

A person who is not a teacher in a given school may not be a member of the school council.

4-2.03

The Board shall not assume any expense related to the school council.

4-2.04

As regards the holding of a meeting of the school council during the students' timetable, the members of the school council attending the meeting shall not be obliged to teach students for the duration of the meeting.

4-2.05

The number of teachers on the school council shall be at the discretion of the general assembly of teachers.

4-2.06

The obligation to consult the school council under article 4-4.00 shall only begin as of the date on which the council is actually set up and the names of the representatives of the teachers on the council have been forwarded in writing to the school principal or the centre director.

4-3.00 FORMATION OF THE BOARD COMMITTEE**4-3.01**

The board committee shall be a parity committee composed of 3 representatives of the Union and 3 representatives of the Board.

4-3.02

The teachers selected to be members of the board committee must be teachers employed by the Board.

4-3.03

Before October 15 of each year, both the Union and the Board shall be responsible for advising each other, in writing, of the names of the persons selected to be members of the committee.

4-3.04

Within 30 days of the written notice mentioned in clause 4-3.03, the board committee shall meet to set the dates of its meetings for the school year. The Board shall be responsible for setting the date of the first meeting and the location of committee meetings.

4-3.05

The Committee shall determine its rules of operation during the first meeting referred to in clause 4-3.04.

4-3.06

The travel expenses incurred by the Union to attend the board committee meetings shall be assumed by the Board. The Board, unless expressly requested by the Union, shall not deduct the days of absence of the teachers called upon to attend the board committee meetings from the days of absence for union business prescribed in clause 3-6.06.

4-4.00 CONSULTATION AT THE LOCAL LEVEL**4-4.01**

Either party shall call a meeting of the school council in order to conduct the consultation on all matters concerning the organization and local school policies as well as any other matter deemed pertinent. The summons must provide a brief description of the topic(s) on which consultation is requested.

4-4.02

The school council shall submit its recommendations to the school principal or centre director within 10 working days of the notice mentioned in clause 4-4.01.

4-4.03

Should the school council not submit its recommendation within the time limit stipulated in clause 4-4.02, the council shall be deemed to have been consulted on the subject mentioned in the summons prescribed in clause 4-4.01.

4-4.04

If the school principal or centre director and the school council agree on the recommendation to be made on a given subject, only one recommendation, signed by the school principal or centre director and one representative of the school council, shall be submitted to the local Education Committee for approval.

4-4.05

If the school principal or centre director and the school council do not agree on the recommendation to be made on a subject following consultation, the school principal or centre director and the school council shall submit their separate recommendations to the Education Committee.

4-4.06

The Education Committee of the school, before making any decision relating to a change in the organization of the school, a change in policy or activities under the jurisdiction of the local Education Committee as delegated by the Board, must consult the school council.

For that purpose, the Education Committee must provide the school council with pertinent information.

The school council shall be consulted on the following subjects:

- a) the distribution, maintenance and repair of housing units;
- b) the supervision of housing units and the storage of personal effects during the teachers' absence;
- c) local transportation of teachers;
- d) the distribution of the teachers' duties in the school;
- e) the organization of educational projects, programs or workshops;
- f) the local application of the rules of assignment;
- g) the formulation and implementation of school regulations for students and teachers;
- h) the organization of parent-teacher meetings;
- i) the organization and content of local pedagogical days;
- j) the classification and evaluation of students;
- k) the school calendar;
- l) the organization of extracurricular activities;
- m) the organization of examination sessions;
- n) the organization of student supervision;
- o) the choice of teaching materials;
- p) all other matters subject to consultation at the local level under this agreement;
- q) any other mutually agreed on relevant matter.

4-5.00 CONSULTATION AT THE BOARD LEVEL

4-5.01

At its regularly scheduled meetings, the board committee shall study all recommendations submitted in writing. If a consensus is reached on a recommendation, the board committee shall submit to the commissioners the recommendation signed by all members at least 5 days prior to the next commissioners' meeting.

4-5.02

If no consensus is reached under clause 4-5.01, the teachers' representatives and the board representatives will submit one recommendation per group to the commissioners at least 5 days prior to the next commissioners' meeting.

The teachers' representatives shall be advised of the location, date and approximate time where and when the commissioners will study the recommendation so that they can, if they consider it necessary, be present and submit their recommendations. On this occasion, the travel expenses of the teachers' representatives shall be assumed by the Union.

4-5.03

When, in the case prescribed in clause 4-5.02, the teachers' representatives abstain from submitting a recommendation and from attending a commissioners' meeting, the representatives shall be deemed to have been consulted.

4-5.04

The Board must, before making a decision concerning any of the following subjects, consult the board committee. For that purpose, the Board must provide pertinent information concerning:

- a) the preparation and the implementation of the policies of the Board on the lodging and transportation of the teachers and their personal effects;
- b) the application of assignment and transfer rules for teachers;
- c) all matters subject to the consultation of the board committee in this agreement;
- d) the inventory of the teachers' training methods and needs as well as the development of training policies;
- e) the terms and conditions for the implementation of new programs and new pedagogical methods;
- f) the choice of teaching materials;
- g) the changes in report cards used by the Board;
- h) the organization and content of inter-school pedagogical days;
- i) the development or modification of the Board policy on absences;
- j) matters related to professional improvement, specifically:
 - 1) the inventory of professional improvement means at the teachers' disposal;
 - 2) the teachers' needs in professional improvement;
 - 3) the development of the professional improvement policies according to the needs in the north;
 - 4) the preparation of the annual budget for the professional improvement of teachers;
 - 5) as regards professional improvement, the establishment of eligibility criteria in conformity with the Board policy, information to teachers concerning the procedures to follow and receipt of applications and verification of their eligibility.

As regards all subjects pertaining to professional improvement, the Board shall agree to ratify the unanimous or majority recommendations of the committee, unless these recommendations are contrary to the agreement.

4-5.05

The Union, through the procedures of consultation mentioned in clauses 4-5.01 and 4-5.02, may make recommendations to the Board on any other matter which it considers important.

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

Engagement shall be the responsibility of the Board.

5-1.02

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

5-1.03

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

5-1.04

- A) When the Board must proceed with the engagement of a full-time teacher, it shall comply with the provisions of clause 5-3.22. Failing to engage a full-time teacher under clause 5-3.22, the Board shall:
- 1) offer, in writing, a full-time contract for the following year to those teachers who had contracts as replacement teachers during the current year insofar as they meet the criteria of clause 5-4.04.

The teacher must respond to the offer in writing within 10 days, failing this, he or she shall be deemed to have refused the offer and shall lose all rights under this clause;
 - 2) take into account the requests of teachers who had during the current year a contract as a part-time teacher and who have indicated their intention in writing to this effect insofar as they meet the criteria of clause 5-4.04.
- B) When the Board must engage a replacement or part-time teacher, it shall comply with the provisions of clause 5-1.25.

5-1.05

The Board may appoint a person already employed by it to a vacant teaching position.

5-1.06

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

5-1.07

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

5-1.08

The casual supply teacher engaged by the Board to replace a full-time, replacement or part-time teacher whose period of absence has been predetermined as being longer than one (1) month without interruption shall be offered a part-time contract.

Notwithstanding the preceding paragraph, after 2 consecutive months of absence of a full-time, replacement or part-time teacher, the casual supply teacher who replaced him or her during that time shall be offered a part-time contract without retroactive effect. One or more absences of the casual supply teacher totalling 3 consecutive days or less during the accumulation of the 2 consecutive months of replacement shall not interrupt the accumulation.

5-1.09

In the case of the replacement of an absent teacher, the replacement teacher shall perform the duties of the teacher who is replaced in his or her place of assignment.

5-1.10

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

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

5-1.11

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

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

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

5-1.12

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

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

5-1.13

The contract of engagement of every nonlegally qualified teacher who is engaged to teach on a full-time basis for one school year shall terminate automatically and without notice on June 30 of the current school year.

5-1.14

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

5-1.15

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

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

5-1.16

Every teacher who is engaged by the Board must within 45 days following his acceptance of the position:

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

5-1.17

Any false declaration intentionally made to fraudulently obtain a contract of engagement shall constitute a reason for cancelling the contract by the Board.

5-1.18

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

5-1.19

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

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

5-1.20

- a) Priority of employment lists by teaching field for each linguistic sector and locality for the purposes of granting part-time or replacement contracts in the youth sector shall be those in effect on June 30, 2010.
- b) The name of a teacher may not be registered on more than one priority of employment list.
- c) Should the teacher be eligible to be registered on more than one priority of employment list, the teacher shall decide on which list his or her name shall be registered.

5-1.21

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

- a) has taught, on a part-time basis or as a replacement, within at least 2 of the 3 preceding school years and whom the Board has decided to include on the list or recall to work;
- b) was entered on the priority of employment list, obtained a full-time contract, was nonreengaged because of surplus, is no longer eligible for a full-time contract as prescribed in paragraph A) of clause 5-3.21 and remains eligible to be on the priority of employment list.

5-1.22

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

- a) the teacher who has a full-time contract;
- b) the teacher who is not legally qualified within the meaning of clause 1-1.31.

5-1.23

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

5-1.24

The names of eligible teachers shall be entered on the priority of employment lists according to seniority as established under clause 5-2.04.

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

5-1.25

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

5-1.26

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

5-1.27

The priority of employment lists shall be updated on April 30 of each year according to the cumulative durations of the contracts of each teacher whose name is entered on the lists concerned. The Board shall forward a copy of the lists to the Union before May 30 of each year.

5-1.28

A teacher's name 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:
 - i) a maternity leave, a paternity leave or a leave for adoption covered by the Act respecting labour standards;
 - ii) a disability or work accident within the meaning of the agreement;
 - iii) a full-time position with the Union (AENQ) or the CSQ;
 - iv) an offer of employment necessitating his or her moving from one locality to another;
 - v) any other reason agreed to by the Board and the Union;
- b) the acquisition of full-time employment;
- c) not having worked for 2 years.

5-2.00 SENIORITY**5-2.01**

The teacher employed by the Board on June 30, 2005 shall retain the seniority already acquired on that date.

Subject to the following paragraph, seniority shall be evaluated for the period after July 1, 2005 as prescribed in clauses 5-2.02 to 5-2.11 and shall be added to the seniority recognized on June 30, 2005.

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

5-2.02

Seniority signifies the period of employment:

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

5-2.03

Seniority shall be established for teachers under contract only.

5-2.04

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

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

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

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

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

where

- x = number of working days covered by the period of employment of the full-time employee in the employment group concerned;
- y = number of working days in the work year applicable to the full-time employee in the employment group concerned;
- n = fraction of year of seniority.

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

5-2.05

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

- a) for each school year during which the period of employment covers the entire school year, one (1) year of seniority shall be recognized for the teacher;
- b) for each school year during which the period of employment does not cover the entire school year, a fraction of a year established according to the following formula shall be recognized for the teacher for the period of employment: the number of working days in the period divided by 200.

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

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

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

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

5-2.06

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

5-2.07

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

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

- b) the dismissal, termination or, subject to paragraph c), the nonreengagement uncontested or upheld by an arbitration decision, except for dismissal, termination or nonreengagement followed by engagement by the Board for services during the school year following that of the dismissal, termination or nonreengagement;
- c) if more than 24 months have elapsed since the nonreengagement of a teacher because of a surplus of personnel or between his or her nonreengagement because of a surplus of personnel and his or her engagement by the Board;
- d) if more than 24 consecutive months have elapsed since the expiry of the contract of engagement of the part-time teacher, replacement teacher or teacher-by-the-lesson and his or her engagement by the Board.

5-2.08

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

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

5-2.09

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

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

5-2.10

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

5-2.11

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

5-3.00 MOVEMENT OF PERSONNEL AND SECURITY OF EMPLOYMENT

A- General Provisions

5-3.01

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

5-3.02

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

5-3.03

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

5-3.04

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

5-3.05

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

5-3.06

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

5-3.07

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

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

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

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

5-3.09

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

There is an excess in a field in a school, when in a given field, the total number of regular teachers in the school at the time of the application of this clause¹ is greater than the total number of teachers in terms of full-time teachers forecast for that field in the school for the following school year.

5-3.10

Within each field in the school, the Board shall declare teachers as excess according to the inverse order of seniority up to the total number of teachers forecast as excess for the field in the school under clause 5-3.09. However, if the Board feels that a teacher is required to meet the specific requirements² of a given position, the teacher shall not be declared excess.

5-3.11

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

5-3.12

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

5-3.13

Before June 1, the Board shall proceed in the following order to fill a regular teaching position for the following school year:

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

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

² These specific requirements are established by the Board after consulting the Union.

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

In all cases, the teacher must meet the criteria stipulated in clause 5-4.04.

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

5-3.14

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

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

C- Rights and Obligations of the Teacher on Availability

5-3.15

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

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

5-3.16

- A) The teacher who is a nonbeneficiary under the James Bay and Northern Québec Agreement and who is placed on availability under this article shall benefit from the following provisions as of September 30 following his or her placement on availability, if he or she is still on availability as of that date:
 - a) the Board and the Ministère on the one hand and the Union on the other hand shall form a committee to study the case of the teacher or teachers referred to in this clause. The union group shall appoint a representative and the Board and the Ministère shall each appoint a representative to the committee. The management group shall have the right to veto on the committee;

- b) the committee shall ask the teacher concerned to which territory or territories served by the regional offices he or she would like to be relocated;
 - c) the committee shall relocate the teacher concerned to one of the territories served by one of the regional offices chosen by the teacher under subparagraph b), unless the representative of the ministère on the committee decides that the relocation of the teacher to another school board in the territory of the regional office concerned would be difficult; in this latter case, the committee shall decide to which territory he or she shall be relocated;
 - d) for the purposes of the relocation, the teacher shall benefit from the provisions of article 12-3.00 and, if need be, from Appendix X;
 - e) the provisions of clauses 5-3.18 and 5-3.19 shall apply to the teacher thus relocated and whose employment ties with the Board are maintained.
- B)
- a) The teacher who is not a beneficiary under the James Bay and Northern Québec Agreement may, as of the start of his or her 5th year of service as a full-time teacher with the Board, avail himself or herself, for the following school year, of the provisions of subparagraphs a), b) and d) of the preceding paragraph A). The fact that a teacher avails himself or herself of any rights relating to any leave of absence without salary shall delay the accumulation of the 5 years accordingly.
 - b) The name of the teacher concerned shall be forwarded to the territory or territories served by the regional offices chosen by the teacher within the framework of subparagraph b) of paragraph A) of this clause.

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

In this case, if the teacher does not wish to be registered at the regional office serving the territory chosen by the committee, he or she may decide not to avail himself or herself of the provisions of subparagraph a) for the next school year. In this case, he or she must so inform the committee.

- c) The teachers failure or refusal to accept, within 10 days of receipt, a written offer of engagement as a full-time teacher from a board or a teaching institution in the education sector under the preceding subparagraph b), shall cause him or her to lose all the rights he or she could have had under paragraph B).

5-3.17

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

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

- 3) a retraining program of a maximum duration of one year to allow the teacher concerned to fill a preidentified position with another employer in his or her locality, insofar as the position could be made available;
- 4) any other solution or program agreed to by the members of the committee.

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

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

Under subparagraph 4) of paragraph b) above, the committee shall determine the terms and conditions applicable to teachers.

5-3.18

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

- A) The teacher on availability shall receive 90% of the salary he or she would receive had he or she not been on availability.
- B) Notwithstanding subparagraph A), the teacher on availability shall receive the following salary:
 - 1) if the teacher is in his or her 4th or 5th consecutive year of placement on availability, 85% of the salary he or she would receive had he or she not been on availability;
 - 2) if the teacher is in his or her 6th consecutive year or more of placement on availability, 80% of the salary he or she would receive had he or she not been on availability.
- C) Notwithstanding the foregoing, the teacher on an intensive retraining program within the meaning of clause 5-3.17 shall receive 100% of the salary he or she would receive had he or she not been on availability.
- D) The percentage of salary may be greater than the percentages prescribed in subparagraph A) or B) insofar as the teacher on availability is used, on an annual basis, in a proportion greater than that percentage as compared to a full-time teacher so that the teacher whose services are used at 100% shall receive 100% of the salary he or she would receive had he or she not been on availability.
- E)
 - 1) The Board shall assign the teacher on availability a full workload for the first 50 workdays of each school year.
 - 2) 10 days before the 51st workday of the school year and for the remaining workdays of the school year, the Board shall determine for each teacher on availability the workload assigned to the teacher so that the percentage of his or her workload for the entire school year, as compared to the workload of the full-time teacher is, taking into account subparagraph 1), equal, on average, to the percentage of salary he or she receives under the preceding paragraphs.
 - 3) The distribution of the workload of the teacher on availability, under subparagraph 2), may be weekly, cyclical, monthly or other: the distribution may be revised after consulting the teacher and, failing agreement on the time of the change, a minimum 5-day notice must be given.

- 4) The Board and the Union may modify or replace the provisions of this paragraph.
- F) The other monetary benefits such as those resulting from insurance plans, parental rights and regional disparities shall be proportional to the salary paid.
- G) Except for any period of leave without salary, the length of time on availability shall count as a period of service for the purposes of the 4 pension plans currently in force, that is to say the Government and Public Employees Retirement Plan (RREGOP), the Teachers' Pension Plan (TPP), the Civil Service Superannuation Plan (CSSP) or the Pension Plan of Certain Teachers (PPCT).
- H) While he or she is on availability, the teacher shall accumulate experience as any other regular teacher even if he or she does not receive 100% of his or her salary.
- I) As long as the teacher on availability has not been recalled by the Board or has not lost his or her rights and benefits under this article, he or she shall remain on availability and he or she shall be assigned to duties compatible with his or her qualifications and experience, regardless of the general duties prescribed in article 8-2.00. He or she may be assigned to the adult education sector, even in the evening. He or she may, with his or her consent, be assigned to a place of work outside the authority of the Board without however being exempt from the application of clause 5-3.19.
- J) The teacher on availability shall be entitled to all the benefits of the agreement compatible with the provisions of this article.
- K) Except in the case prescribed in clause 5-3.28, the fact that a teacher on availability replaces an absent teacher or holds a position which would otherwise be assigned to a part-time teacher, a replacement teacher, a teacher-by-the-lesson, an hourly paid teacher or a casual supply teacher shall not modify in any way his or her status as a teacher on availability.

5-3.19

- A) The teacher on availability who is offered a contract of engagement as a full-time teacher by the Board must accept it within 10 days after he or she receives the written offer of engagement; for a written offer of engagement received in July, the 10 days begin as of August 1.

However, the teacher assigned to another locality could return to his or her original place of assignment if a full-time teaching position becomes vacant before June 30 of the first school year of the reassignment and he or she meets the requirements of the position.

The obligation shall also apply to the teacher referred to in clause 5-3.16 who must also accept under the same conditions a position offered by another board or another teaching institution in the education sector in the region where he or she is relocated.

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

- B) Refusal or failure to accept the employment offered within 10 days of receipt of the written offer of engagement under the preceding paragraph A) shall, for all legal purposes, constitute the resignation of the teacher and shall cause him or her to lose all the rights granted to him or her under the agreement, including his or her tenure, and his or her name shall be removed automatically from the lists of the Regional Placement Bureau.
- C) Except for the month of July, the teacher on availability must appear for an interview with a board or teaching institution in the education sector when requested by the Regional Placement Bureau by registered or certified mail. In this case, the Board shall reimburse the teacher for travel and accommodation expenses, if need be, according to the policy in effect in the Board. The teacher shall also benefit, upon the request of the Regional Placement Bureau to the Board, from a leave of absence without loss of salary.
- D) The teacher on availability must provide, upon request, any pertinent information concerning his or her security of employment.

- E) At the time of his or her engagement by another board or a teaching institution in the education sector, the tenure and seniority that the teacher on availability had when he or she left the Board shall be recognized as shall be his or her bank of nonredeemable sick-leave days and the years of experience recognized by the Board if the only reason which would cause him or her to lose the right results from the break in his or her employment ties.
- F) Upon his or her engagement by another board or a teaching institution in the education sector, the teacher on availability shall resign from the Board. The resignation shall take effect on June 30 of the current school year if his or her contract of engagement with the other board or with a teaching institution in the education sector was signed during that same school year so as to take effect at the beginning of the following school year. When the teacher enters the service of the other board or a teaching institution in the education sector during the same school year as the year during which he or she has signed his or her contract of engagement with that board, his or her resignation shall take effect on the last day preceding the coming into force of his or her contract at the other board or teaching institution in the education sector.
- G) For the purposes of applying this clause, the date on the post office receipt confirming that the documents sent by registered or certified mail were received shall constitute definite proof for calculating the prescribed time limits.
- H) Should a teacher on availability fail to comply with any one of the obligations imposed upon him or her under this article shall, for all legal purposes, constitute his or her resignation and the resignation shall entail the cancellation of all the rights that the agreement could grant him or her, including his or her tenure.

5-3.20

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

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

5-3.21

- A) The teacher nonreengaged because of surplus of personnel under this article shall remain on the lists of the Regional Placement Bureau serving his or her point of departure within the meaning of article 12-1.00 for a period not exceeding 3 years.
- B) As long as the teacher nonreengaged because of surplus of personnel remains on the lists of the Regional Placement Bureau prescribed in the preceding paragraph A), he or she shall have the right to be recalled under clause 5-3.22, in as much as he or she meets the criteria prescribed in clause 5-4.04.
- C) As long as the teacher nonreengaged because of surplus of personnel remains on the lists of the Regional Placement Bureau prescribed in the preceding paragraph A), he or she shall have priority of engagement for a full-time teaching position with the Board.
- D) In the case where the teacher is nonreengaged at the end of his or her 2nd year of continuous service, he or she shall be entitled, if the Board engages him or her, to the moving expenses prescribed in article 12-3.00 if he or she has not already been reimbursed for them or, if another board or teaching institution engages him or her, to the moving expenses prescribed in Appendix X.
- E) Failure or refusal to accept a written offer of engagement as a full-time teacher from a board or a teaching institution in the education sector within 10 days of the receipt of the written offer of engagement shall entail the loss of all the rights which the teacher may have under this clause.

- F) The date on the post office receipt confirming that the documents sent by registered or certified mail were received shall constitute definite proof for calculating the time limits prescribed in this clause.

E- Obligations of the Board

5-3.22

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

- a) The Board shall recall the teacher whom it placed on availability if the teacher is still in its employ. The Board must so inform the Regional Placement Bureau.
- b) The Board may appoint a regular full-time employee already employed by it provided the employee has completed at least 2 years of continuous service.
- c) The Board shall recall the teacher it nonreengaged because of surplus of personnel under clause 5-3.21.

Under subparagraph a), the Board shall first recall according to seniority the teacher on availability who is not reassigned under clause 5-3.16. Secondly, it shall recall according to seniority the teacher on availability reassigned under clause 5-3.16.

F- Miscellaneous Provisions

5-3.23 Legal Qualifications

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

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

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

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

5-3.24 Contract of Service

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

G- Replacement**5-3.25**

- A) Notwithstanding the provisions of this article, the Board may place on availability a teacher who is not a beneficiary under the James Bay and Northern Québec Agreement and who has acquired tenure or nonreengage a teacher who is not a beneficiary under the James Bay and Northern Québec Agreement and who has not acquired tenure if a teacher who is a beneficiary under the James Bay and Northern Québec Agreement and legally qualified, is engaged by the Board or assigned by the latter under subparagraph 2) of paragraph b) of clause 5-3.17 to fill the position held by the teacher who is not a beneficiary under the James Bay and Northern Québec Agreement.
- B) The teacher nonreengaged or placed on availability shall be the one who has the least seniority from among the teachers who are not beneficiaries under the James Bay and Northern Québec Agreement in the locality, sector and field where the replacement is carried out.
- C) The provisions of this clause cannot apply in a locality during a school year in which the Board has needs in terms of full-time positions to be filled in the sector and field concerned.
- D) For the purposes of applying this clause, not later than June 1, the Board must notify, in writing, the teacher it intends to nonreengage or place on availability as of the following July 1.
- E) The teacher nonreengaged under this clause shall benefit from the provisions of clause 5-3.21 with the necessary changes.
- F) The teacher placed on availability under this clause shall benefit from the provisions of clauses 5-3.16, 5-3.18 and 5-3.19 with the necessary changes.

H- Measures concerning the reduction of the number of teachers placed on availability or to be placed on availability**5-3.26 Preretirement**

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

- B) When there are no teachers on availability in the Board or no teacher on availability in the Board meets the criteria under clause 5-4.04 to fill a full-time teaching position, the Regional Placement Bureau may authorize the Board to grant a preretirement leave to a teacher, if the leave permits the relocation of a teacher on availability to the Board from another board.

5-3.27 Transfer of Rights

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

5-3.28 Replacement of a Full-time Teacher

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

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

5-3.29 Loan of Service to a Community Organization

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

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

The leave shall be subject to the provisions of Appendix XVI.

5-3.30 Relocation Premium

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

5-3.31 Regional Placement Bureau (Protocol)

All the boards in the territory served by a regional office of the Ministère shall set up a Regional Placement Bureau. The Ministère shall be a full participant in the activities of the bureau. The bureau shall be responsible for:

- 1) collecting and forwarding to the boards in the territory served by the regional office of the Ministère all the data related to security of employment: positions available, teachers nonreengaged because of surplus and teachers placed on availability;
- 2) providing, if need be, candidates for each position to be filled when a board must engage a full-time teacher;

- 3) encouraging and facilitating the voluntary mobility of teachers to other boards;
- 4) dealing with the Provincial Placement Bureau on all matters relating to security of employment.

5-3.32 Provincial Placement Bureau (Protocol)

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

- a) ensuring the exchange of any pertinent information relating to security of employment among the various regional placement bureaus;
- b) coordinating the activities aimed at facilitating the integration of new teachers into the labour market.

5-4.00 ASSIGNMENT AND TRANSFER

5-4.01

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

5-4.02

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

5-4.03

Before March 1 and for the following school year, every teacher may indicate in writing to the Board his or her preferences as regards the schools to which he or she would like to be assigned, the sector and field in which he or she would like to teach and the positions he or she feels he or she is competent to hold, provided that he or she be legally qualified or have taught for at least one (1) year in the field concerned.

Before hiring new teachers, the Board shall offer, according to seniority, the available positions to the teachers who so request and who are recommended by the Education Committee of the locality concerned.

The Board shall facilitate any exchange of information between the teacher and the Education Committee of the locality concerned.

5-4.04

In assigning teachers to its various schools, the Board shall take into account the qualifications, experience, competence, specific needs of the position(s) to be filled, recommendations of the Education Committees, assignments during previous years and preferences of the teachers¹.

In applying clause 5-1.04, an Education Committee may request to meet with a teacher who benefits from a hiring priority before making a recommendation. The meeting and travel must take place during working hours. The teacher shall be reimbursed for his or her accommodation and travel expenses according to the policy in effect at the Board.

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

¹ In accordance with Appendix XXVII

5-4.05

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

If the Board deems it is in the interest of the students and of the school system under its jurisdiction to change the assignment of a teacher between July 1 and September 30 of the current school year, it may change the assignment, except if the change in assignment results from a permanent or temporary school closing, the change shall be carried out with the approval or at the request of the Education Committees concerned.

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

5-4.06

- A) If the Board deems that it is in the interest of the students and of the school system under its jurisdiction to transfer a teacher to a different school between September 30 and June 30 of the current school year, the Board can, at the request or with the approval of the Education Committee concerned, change the assignment after consulting with the teacher concerned.
- B) The teacher may obtain in writing the reasons for the change in school if he or she so requests in writing.
- C) The teacher may, if he or she so desires, be granted a period of 2 weeks to move to his or her new school. The Board may extend the period if the circumstances so warrant.

5-4.07

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

5-4.08

Except in the case of a movement resulting from the application of article 5-3.00, the teacher who is subject to a possible transfer shall be advised by the local Education Committee of the time, date and place where his or her case will be discussed. The teacher, accompanied or not by his or her union representative and an interpreter may, at no expense to the Board, attend the meeting to state his or her case, if necessary.

5-4.09

Except for a movement resulting from the application of article 5-3.00 and provided that the teacher has attended the meeting mentioned in clause 5-4.08, the teacher concerned may attend that part of the commissioners' meeting where his or her transfer will be discussed and state his or her case, if necessary. The teacher may be accompanied to the meeting by his or her union representative and an interpreter.

The Board shall not assume any costs resulting from the teacher's attendance at the meeting.

5-4.10

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

5-5.00 PROMOTION**5-5.01**

For the purposes of this article, the following positions shall be considered as promotions: head teacher, vice-principal, principal, adult education centre director and education consultant.

5-5.02

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

5-5.03

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

5-5.04

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

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

During the months of July and August, the notice shall appear in a Québec daily newspaper.

5-5.05

For an appointment to a position involving a promotion, the Board may call upon outside candidates but must post the position in its schools, for a period of at least 10 days.

5-5.06

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

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

5-5.07

The teacher promoted to a higher position shall receive the remuneration prescribed for the position for the period of time he or she holds the position.

5-5.08

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

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

Every teacher summoned for a disciplinary measure or sanction shall have the right to be accompanied by his or her union delegate.

5-6.02

Every disciplinary measure or sanction must be issued by the Board, the principal, the vice-principal or the centre director, in accordance with the order concerning the delegation of authority to the executive committee, the director general and the senior executive in effect at the Board, in writing, in order to be entered in the teacher's personal file.

Should the order concerning the delegation of authority to the executive committee, the director general or the senior executive be amended, the Board shall forward to the Union a copy of the order within 30 days after it is adopted.

5-6.03

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

5-6.04

The Board must send the Union a copy of the written notice mentioned in clause 5-6.03 immediately after its countersignature or whatever takes its place.

5-6.05

A written warning becomes null and void, must be removed from the personal file and cannot be used as a document 3 months after being countersigned, unless it was followed by another written notice or reprimand on the same subject within the same time limit.

5-6.06

The written reprimand becomes null and void 12 months after its countersignature and cannot be used as a document for purposes of arbitration, except if the document is followed within the 12 months by another document concerning a disciplinary measure or sanction.

5-6.07

The grounds for a written reprimand or disciplinary sanction may be contested by proceeding directly to arbitration under article 9-2.00.

B- Personal File**5-6.08**

During office hours, the teacher who has requested an appointment 2 working days in advance shall be allowed by the Board to consult his or her personal file, accompanied or not by his or her union delegate. Unless it is agreed otherwise, the Board must grant the appointment no later than 5 working days following the request.

The Board allows the union representative, under the same conditions, to consult a teacher's personal file upon presentation of a written authorization found in Appendix II. The written authorization shall be valid only for a period of 15 days as of the date on which the authorization was signed.

The teacher or his or her representative who is duly authorized in writing may obtain a copy of all documents in the teacher's personal file.

5-6.09

The Board shall provide the teacher with a copy of any document which it places in his or her file provided that the document does not come from the teacher.

5-6.10

A teacher's personal file is that which is kept by the Human Resources and Payroll Department at the head office of the Board and it must contain all documents concerning the teacher.

5-6.11

This article shall not have the effect of invalidating whatever has already been validly done prior to the signing of this agreement.

5-7.00 DISMISSAL

5-7.01

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

5-7.02

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

5-7.03

The Board, according to the Order respecting the delegation of authority, shall relieve the teacher of his or her duties temporarily and without salary.

5-7.04

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

- a) of the Board's intention to cancel the teacher's engagement;
- b) of the date on which the teacher was or will be relieved of his or her duties;
- c) of the basic facts, for information purposes, and of the reasons supporting the intention of dismissal, without prejudice. No objection may be based on the insufficiency of the facts provided.

5-7.05

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

5-7.06

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

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

5-7.07

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

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

5-7.08

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

5-7.09

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

5-7.10

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

5-7.11

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

5-7.12

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

5-7.13

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

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

5-8.00 NONREENGAGEMENT

5-8.01

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

5-8.02

The Board may decide to nonreengage a teacher for one of the following reasons only: incapacity, negligence in the performance of his or her duties, insubordination, misconduct, immoral behaviour, surplus of personnel or replacement under article 5-3.00, or any other reason stipulated in the agreement.

5-8.03

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

5-8.04

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

5-8.05

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

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

5-8.06

Before June 1 of the current school year, the Board must notify the teacher concerned and the Union in writing by registered letter or certified mail, or written notice served by bailiff or delivered by hand, of its decision not to renew the engagement of the teacher for the following school year. The notice must contain the reason or reasons for the Board's decision.

Such nonreengagement may be decided only at a meeting of the Council of Commissioners or the Executive Committee of the Board.

5-8.07

The Union or the teacher may, if it or he or she contends that the procedure prescribed in this article was not followed, submit a grievance to arbitration.

5-8.08

The Union or the teacher may, if it or he or she contests the reasons given by the Board, submit a grievance to arbitration.

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

5-8.09

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

5-8.10

The arbitrator hearing the grievance shall decide whether the procedure prescribed for the nonreengagement was followed and, where applicable, whether the reasons given by the Board in support of the nonreengagement constitute one of the reasons for nonreengagement prescribed in clause 5-8.02.

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

5-9.00 RESIGNATION AND BREACH OF CONTRACT

5-9.01

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

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

5-9.02

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

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

5-9.03

In the event of the death of his or her spouse or dependent child¹, a teacher may resign by giving a 30-day written notice of his or her departure.

5-9.04

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

¹ Within the meaning of clause 5-10.02

5-9.05

The teacher may resign for reasons of disability if he or she advises the Board in writing and if his or her disability has already lasted for more than 30 days.

5-9.06

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

5-9.07

The resignation under clauses 5-9.02 to 5-9.06 shall take effect:

- a) on the date which the teacher has indicated as his or her planned date of departure in the cases prescribed in clauses 5-9.02 and 5-9.03;
- b) on the date mentioned in the letter of resignation in the cases prescribed in clauses 5-9.04 to 5-9.06.

5-9.08

Any resignation under clauses 5-9.02 to 5-9.06 shall not constitute a breach of contract by the teacher.

5-9.09

The Union may, for any teacher who has resigned under clauses 5-9.02 to 5-9.06, validly submit a grievance under Chapter 9-0.00 for the period preceding the resignation.

5-9.10

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

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

5-9.11

When a teacher on a leave of absence which terminates at the end of a school year fails to give notice of his or her return to service within the time limits specified in this agreement, failure to give notice within the time limits shall constitute the teachers resignation which shall take effect at the end of the school year.

5-9.12

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

5-9.13

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

5-9.14

The Union may, for any teacher in breach of contract, validly file a grievance under Chapter 9-0.00 for the period ending with the teacher's last workday. Only the procedure prescribed in clause 5-7.11 must be followed.

5-9.15

Subject to clause 5-9.14, article 5-7.00 shall not apply to the cases of cancellation of a contract of engagement as prescribed in this article.

5-9.16

A breach of contract and resignation cannot have the effect of cancelling any of the rights, including any sums due, that the teacher could have under this agreement.

A breach of contract shall cancel the provisions of Chapter 12-0.00 as of the date of the beginning of the breach of contract, with the exception of clause 12-3.03 of this agreement under the stated conditions.

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

- A) A teacher employed on a full-time basis and a replacement or part-time teacher shall be eligible for the health and salary insurance plans and the complementary plans as of the date prescribed until the actual date of retirement.
- B) A teacher-by-the-lesson shall be eligible for the sick-leave days plan as of the date of the coming into force of the agreement.
- C) Subject to clause 5-10.11, the participation of an eligible teacher shall begin on the date the plan comes into force if he or she is employed by the Board on that date, if not,
 - as of the date foreseen for his or her entry into the service of the Board if his or her contract takes effect between the first and the last workday of the work year;
 - or
 - as of the first workday of the work year if his or her contract takes effect before or on the first workday of the work year.

5-10.02

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

- the teacher's spouse
- or
- a dependent child defined as follows: a child of a teacher, of a teacher's spouse or of both, or a child living with the teacher for whom adoption procedures have been undertaken, unmarried or not related by civil union and living or domiciled in Canada, who depends on the teacher for his or her financial support and who is under 18 years of age; or any child under 25 years of age who is a duly registered student attending a recognized learning institution on a full-time basis or, regardless of age, a child who became totally disabled before reaching his or her 18th birthday or before reaching his or her 25th 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 that date.

5-10.03

The word "disability" means any state of incapacity resulting either from an illness, including a surgical procedure directly related to family planning, or from an absence due to organ or bone marrow donation, or from an accident subject to clauses 5-10.44 to 5-10.64, or from an absence covered in clause 5-13.19, which requires medical care and which renders the teacher 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 him or her by the Board.

5-10.04

"Period of disability" means any continuous period of disability or any series of successive periods of disability separated by less than 35¹ days of actual full-time work or of availability for full-time work, unless the teacher establishes in a satisfactory manner that a subsequent period is due to an illness or accident in no way related to the cause of the preceding disability.

5-10.05

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

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

5-10.06

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

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

5-10.07

The full amount of the rebate allowed by Human Resources and Skills Development Canada (HRSDC) in the case of a registered plan shall be the exclusive property of the Board as a result of the Board's contribution to the salary insurance benefits prescribed in this article.

Section 2 Basic Health Insurance Plan and Complementary Insurance Plans**A- Basic Health Insurance Plan****5-10.08**

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

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

¹ Read "8 days" instead of "35 days" if the continuous period of disability which precedes his or her return to work is equal or less than 3 calendar months excluding the period between the end of a working year and the start of a subsequent working year and the annual vacation periods for teachers in adult education, where applicable.

5-10.09

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

5-10.10

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

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

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

5-10.11

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

- he or she must establish to the satisfaction of the insurer that he or she is no longer insured as a dependent under the current group insurance plan or any other plan offering similar coverage.

When a teacher submits a request to the insurer within 30 days of the date on which his or her insurance coverage which enabled him or her to obtain an exemption ended, the insurance plan shall come into effect on the date on which his or her coverage ended. If the request is submitted 30 days after the date on which his or her coverage ended, the insurance plan shall come into effect on the first day of the complete pay period following the receipt of the request by the insurer.

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

5-10.12

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

- a) a specific provision with regard to the premium reduction which shall be allowed in the event that drugs prescribed by a physician are no longer considered admissible expenses under the health insurance plan;
- b) a guarantee to the effect that neither the factors of the retention formula nor the rate according to which the premiums are calculated may be increased prior to January 1 following the end of the first full policy year, nor more often than every January 1 thereafter;
- c) the excess of premiums over benefits or reimbursements paid to the insured persons must be reimbursed by the insurer as dividends or rebates, after deduction of the agreed amounts according to the predetermined retention formula;
- d) the premium for a pay period shall be computed on the basis of the rate applicable to the participant on the first day of that period;
- e) no premium shall be payable for a pay period on the first day of which the teacher is not a participant; also, the premium shall be payable in full for a pay period during which the teacher's participation terminates;

- f) the rate schedule must provide that, for the teacher who receives his or her annual salary on a 10-month basis, coverage shall be granted without payment of premiums for the months of July and August to every teacher who was a participant on June 30; there is no premium readjustment in the case of a teacher who becomes a participant after September 1 or who ceases to be a participant before June 30;
- g) the insurer must forward at the same time to the Ministère and the Fédération a copy of every notice of a general nature sent to the boards or the insured;
- h) the insurer shall be responsible for the keeping of files, analyses and claim settlements;
- i) the insurer shall provide the Insurance Committee of the Centrale with a detailed statement of all operations carried out under the policy as well as the reports, various statistics and any and all information which may be required to test the accuracy of the retention calculation;
- j) any change in coverage and in the ensuing deduction at source for a teacher already employed by the Board following the birth, adoption of a first child or a change in status shall come into effect on the date of the event if the request is made to the insurer within 30 days of the event. For any change in coverage under the health insurance plan made 30 days after the event, the change shall come into effect on the first day of the complete pay period following the receipt of the request by the insurer;
- k) if it is accepted by the insurer, any other modification concerning the coverage and the resulting deduction at source for a teacher already employed by the Board shall take effect on the first day of the complete pay period following the date on which the Board received the notice of acceptance from the insurer;
- l) the insurer shall determine the total amount of the teachers' premiums for each pay period and shall forward it to the Board by computerized billing so that it may make the deduction;
- m) the definitions of spouse and dependent child are identical to those found in clauses 1-1.11 and 5-10.02 of the agreement.

B- Complementary Insurance Plans

5-10.13

- A) The Insurance Committee of the Centrale shall determine the provisions of no more than 3 complementary personal insurance plans. The cost of these plans shall be borne entirely by the participants.
- B) Every policy must include among others:
 - 1) the provisions of subparagraphs b) to l) of clause 5-10.12;
 - 2) the participation of a new teacher eligible for a complementary plan shall take effect when the contract of engagement comes into force if the request is made within 30 days of the date on which the teacher enters the service of the Board;
 - 3) if the request is made 30 days after the date on which the teacher enters the service of the Board, the participation of a new teacher eligible for a complementary plan shall take effect on the first day of the complete pay period following the date on which the Board received the notice of acceptance from the insurer.
- C) General Group Insurance (FAMR)¹

The Centrale may also determine the provisions of the general group insurance plans (FAMR). The cost of the plans shall be borne entirely by the participants.

Teachers referred to in paragraph A) of clause 5-10.01 may benefit from payroll deduction of the insurance premiums for these plans.

¹ FAMR: Fire, Accident and Miscellaneous Risk

Only subparagraph l) of clause 5-10.12 shall apply to the general group insurance plans (FAMR).

5-10.14

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

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

C- Insurance Committee of the Centrale**5-10.15**

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

5-10.16

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

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

5-10.17

The insurer selected for all plans, including the general group insurance plans (FAMR) mentioned in paragraph C) of clause 5-10.13, must have its head office in Québec and must be a single insurer or a group of insurers acting as a single insurer. In order to select the insurer, the Insurance Committee of the Centrale or the Centrale, in the case of the general group insurance plans (FAMR), may request bids or may proceed in any other manner it determines.

5-10.18

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

5-10.19

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

5-10.20

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

5-10.21

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

5-10.22

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

5-10.23

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 Insurance Committee of the Centrale to meet the 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 4 months and it must either take effect on January 1 or end on December 31. The waiver must be preceded by a minimum 60-day notice to the Board.

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

5-10.24

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

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

D- Intervention of the Board**5-10.25**

- A) The Board shall facilitate the implementation and application of the personal group insurance plans in particular by:
- a) informing new teachers;
 - b) registering new teachers;
 - c) forwarding to the insurer the application forms and the pertinent information required by the insurer to maintain the participant's file up-to-date;
 - d) forwarding the premiums deducted to the insurer;

- e) providing teachers with the forms required for participation in the plan, claims and benefits or other forms supplied by the insurer;
 - f) transmitting information normally required of the employer by the insurer for settling certain compensations;
 - g) forwarding to the insurer the names of teachers who have indicated to the Board that they intend to retire.
- B) In the case of the general group insurance (FAMR) mentioned in paragraph C) of clause 5-10.13, the Board shall forward the deducted premiums to the insurer only.

5-10.26

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

Section 3 Salary Insurance Plan

5-10.27

- A) Subject to the provisions herein and subject to clauses 5-10.44 to 5-10.64, a teacher shall be entitled, for every period of disability during which he or she is absent from work, to:
- 1) up to the lesser of the number of sick-leave days accumulated to his or her credit or of 5 working days: the payment of a benefit equal to the salary he or she would have received had he or she been at work;
 - 2) as of the termination of the benefit payment prescribed in subparagraph 1), if applicable, but in no event before the expiry of a waiting period of 5 working days from the beginning of the period of disability and for a period of up to 52 weeks from the beginning of the period of disability: the payment of a benefit equal to 75% of his or her salary;
 - 3) upon the expiry of the abovementioned period of 52 weeks and for a further period of up to 52 weeks: the payment of a benefit equal to 66 2/3% of his or her salary.

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

- B) During a disability period, on the written recommendation of the attending physician, the Board and the teacher who has been absent for at least 12 weeks¹ may agree to a return to work on a gradual basis. The period of disability already begun shall continue during the period of gradual return to work but without extending the maximum period of 104 weeks during which all or part of the benefits are payable. In this case:
- 1) the medical certificate must stipulate that the period of gradual return to work shall be immediately followed by the teacher's return to work on a full-time basis;

¹ The Board and the teacher who is absent may exceptionally agree to a period of gradual return to work before the 12-week period has elapsed.

- 2) the Board and the teacher, accompanied by his or her union delegate or representative if he or she so wishes, shall establish the period during which the teacher will return to work on a gradual basis which shall not exceed 12 weeks¹ and shall determine the proportion of time worked;
- 3) while at work, the teacher must be able to perform all of his or her duties according to the proportion agreed to.

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

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

The teacher's salary for the purposes of calculating the benefit shall be the salary rate he or she would receive if he or she were in service, subject to clause 6-4.02, including, where applicable, premiums for regional disparities. The salary shall also include the annual supplements insofar as the Board has not appointed a replacement to carry out these duties.

5-10.28

As long as benefits remain payable, including the waiting period, if any, the disabled teacher shall continue to participate in the Government and Public Employees Retirement Plan (RREGOP), the Teachers Pension Plan (TPP), Civil Service Superannuation Plan (CSSP) or the Pension Plan of Certain Teachers (PPCT) and to avail himself or herself of the insurance plans. However, he or she must pay the required contributions, except that, upon termination of the payment of the benefit prescribed in subparagraph 1) of paragraph A) of clause 5-10.27, he or she shall benefit from a waiver of his or her contributions to his or her pension plan (RREGOP, TPP, CSSP or PPCT) without losing his or her rights. Provisions relating to the waiver of contributions shall form an integral part of the pension plan provisions and the resulting cost shall be shared in the same manner as that of any other benefit.

The Board may not cancel or fail to renew the contract of the teacher for the sole reason of his or her physical or mental impairment as long as the latter can receive salary insurance benefits as a result of the application of clauses 5-10.27 or 5-10.44 to 5-10.64 and then of clause 5-10.40. However, the fact that a teacher does not avail himself or herself of clause 5-10.40 cannot prevent the Board from cancelling or not renewing the contract of the teacher.

5-10.29

- A) The benefits paid under clause 5-10.27 are reduced by the initial amount of all disability benefits paid to a teacher under a provincial or federal law, except those paid under the Employment Insurance Act (S.C. 1996, c. 23), regardless of subsequent increases in basic benefits arising from indexation.
- B) When a disability benefit is paid by the Société de l'assurance automobile du Québec (SAAQ), the teacher's gross taxable income shall be established as follows: the Board shall deduct the equivalent of all amounts required by law from the basic salary insurance benefit; the net benefit thus obtained shall be reduced by the amount received from the SAAQ and the difference is brought to the teacher's gross taxable income from which the Board shall deduct all the amounts, contributions and dues required by law and the agreement.
- C) The Board shall deduct 1/10 of a day from the bank of sick-leave days per day used under subparagraph 1) of paragraph A) of clause 5-10.27 in the case of the teacher who receives benefits from the SAAQ.

¹ The Board and the teacher who is absent may exceptionally agree to a period of gradual return to work in excess of 12 weeks.

- D) As of the 61st day from the beginning of a disability, the teacher who is presumed to be entitled to a disability benefit under a provincial or federal law, with the exception of the Employment Insurance Act (S.C. 1996, c. 23) (except for the Teachers Pension Plan, TPP) must, upon written request by the Board, accompanied by the appropriate forms, request such a benefit and honour all the obligations resulting from such a request. However, the reduction of the benefit prescribed in clause 5-10.27 is made only from the moment when the teacher is recognized as eligible and effectively begins to receive the benefit prescribed by law. In the case where a benefit prescribed by law is granted retroactively to the first day of the disability, the teacher shall undertake to reimburse the Board, as the case may be, for the portion of the benefit prescribed under clause 5-10.27 as a result of the application of paragraph A) of this clause.
- E) The teacher who receives a disability benefit paid under a provincial or federal law, with the exception of the Employment Insurance Act (S.C. 1996, c. 23), must, in order to be entitled to his or her salary insurance benefits under clause 5-10.27, notify the Board of the amount of the weekly disability benefit paid to him or her. Furthermore, he or she must give his or her written authorization to the Board so that the latter may obtain all the necessary information from the organizations, in particular the SAAQ or the RRQ, which administer a disability benefit plan under which he or she receives benefits.

5-10.30

Benefits payable to the teacher who receives his or her annual salary on a 200-workday basis shall be readjusted as follows:

- a) the amount of benefit shall be based on the portion of salary paid for the period of disability;
- b) the amount of benefit shall be nil in July and August but the weeks falling within these two months shall be included in the period during which benefits are payable;
- c) the teacher shall receive his or her benefits under clause 6-8.01.

However, if the number of working days included in the period or periods of disability in a single school year for which subparagraph 2) of paragraph A) of clause 5-10.27 applies is equal to or less than 95 working days, the Board must calculate, for the teacher, no later than the last day of the work year, an amount equal to 25% of 3/2600 of the annual salary applicable under clause 5-10.27 per working day for which benefits resulting from the application of subparagraph 2) of paragraph A) of clause 5-10.27 are paid.

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

5-10.31

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

5-10.32

No benefit shall be paid during a strike or lockout except for a period of disability that began before and for which the teacher has provided the Board with a medical certificate. If the disability began during a strike or lockout and still exists at the end of the strike or lockout, the period of disability prescribed in clause 5-10.27 shall begin on the date on which the teacher returns to work.

5-10.33

Benefits payable as sick-leave days or under the salary insurance plan shall be made directly by the Board subject, however, to the teacher providing the supporting documents prescribed in clause 5-10.34.

5-10.34

- A) At any time, the authority designated by the Board may require that the teacher who is absent because of disability provide a medical certificate attesting to the nature and duration of the disability. However, the cost of the certificate shall be borne by the Board if the teacher is absent for less than 4 days. The authority designated by the Board may also require the teacher to submit to an examination in connection with any absence. The cost of the examination as well as the teacher's transportation costs when the examination requires him or her to travel more than 45 kilometres from the school where he or she teaches shall be borne by the Board.
- B) Upon the teacher's return to work, the authority designated by the Board may require him or her to submit to a medical examination in order to establish whether he or she is sufficiently recovered to resume his or her work. The cost of the examination as well as the teacher's transportation costs when the examination requires him or her to travel more than 45 kilometres from the school where he or she teaches shall be borne by the Board. If the opinion of the physician selected by the Board is contrary to that of the physician consulted by the teacher, the Board and the Union shall agree on the choice of a 3rd physician within 30 days of the knowledge of the disagreement: failing an agreement within the time limit, the Board's physician and the teacher's physician shall agree, as soon as possible, on the choice of a 3rd physician.
- C) Without restricting the scope of his or her mandate and subject to the code of ethics of his or her profession, the 3rd physician shall take note of the opinions of the other 2 physicians and his or her decision shall be without appeal.
- D) The Board, its designated authority and the Union shall treat the medical certificates and medical examination results in a confidential manner.

5-10.35

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

Section 4 Sick-leave Days**5-10.36**

- A) Where applicable, on the first day of the work year, as of the 2006-2007 school year, the Board shall credit each full-time teacher employed by it and covered by this article with 7 sick-leave days.

However, the teacher who is on a leave of absence without salary, a leave of absence with salary for studies or a preretirement leave or who receives the benefits prescribed in subparagraph 3) of paragraph A) of clause 5-10.27 shall be credited for a fraction of the 7 sick-leave days equal to the fraction of time he or she is in service.

However, if the teacher continues to receive the benefits prescribed in subparagraph 2) of paragraph A) of clause 5-10.27 on the first day of the work year, he or she shall, where applicable, be credited for a fraction of the 7 sick-leave days, provided he or she resumes his or her service with the Board.

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

The teacher engaged during a year to whom the Board has granted fewer than 6 nonredeemable sick-leave days shall be entitled, on the first day of the following work year, if he or she remains in the service of the same board, to the difference between 6 days and the number of nonredeemable sick-leave days granted to him or her on the date of his or her engagement.

- C) Sick-leave days credited under paragraph A) may be accumulated and placed in a bank to the teachers credit when not used during the year; notwithstanding the foregoing, the 7th sick-leave day shall not be accumulated nor placed in the bank.
- D) The sick-leave days placed in a bank to the teachers credit under paragraph C) not used when the teacher permanently leaves the service of the Board shall then become redeemable; the teacher may be reimbursed for the sick-leave days at a rate of 1/200 of the salary applicable upon his or her departure; the prorated 1/200 of the salary applies for the fraction of day not used.

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

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

5-10.37

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

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

5-10.38

- A) In the case of a part-time teacher and a replacement teacher, clause 5-10.36 shall apply, with the necessary changes, and the number of days credited shall be reduced in proportion to his or her workload as compared to the workload of a full-time teacher.
- B) The same applies to a teacher-by-the-lesson, the number of days credited shall be reduced in proportion to his or her number of hours of teaching as compared to the workload of the full-time teacher.
- C) However, for the purposes of applying the first subparagraph of paragraph D) of clause 5-10.36, redeemable sick-leave days shall be reimbursed, when not used, to part-time teachers, teachers-by-the-lesson and replacement teachers at the end of their contract.

5-10.39

The teacher receiving, on the date of the coming into force of this agreement, benefits under subparagraphs 2) and 3) of paragraph A) of clause 5-10.28 of the 2005-2010 agreement shall continue to be governed by those provisions and by clause 5-10.31 of the 2005-2010 agreement for the duration of the disability period already begun; however, his or her benefits shall be calculated on the basis of the salary rate applicable to him or her under the agreement.

5-10.40

- A) The teachers who benefited from redeemable sick-leave days under clause 5-10.01 b) of the 1968-1971 agreement shall retain their right to be reimbursed for the value of the redeemable days accumulated up to December 31, 1973 in accordance with the previously applicable collective agreement; even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service both before and after June 30, 1973. The value shall be determined on the basis of the salary on June 30, 1973 and shall bear interest at the rate of 5% compounded yearly. However, the interest resulting from that annual rate of interest shall be effective from January 1, 1974 to June 30, 1974 and, thereafter from July 1 to June 30 of each subsequent school year. These provisions shall not, however, change the value already set for the redeemable sick-leave days, the value of which has been determined under clause 5-10.01 a) of the 1968-1971 agreement.

- B) The value of redeemable days to a teacher's credit may be used to pay for the cost of buying back previous years of service as prescribed in the provisions regarding the pension plans (TPP, RREGOP and PPCT).
- C) Notwithstanding clause 5-10.41, the redeemable sick-leave days to a teacher's credit on December 31, 1973 may also be used, at the rate of one (1) day per day, for purposes other than illness, when the former collective agreements prescribed the use. Similarly, the redeemable sick-leave days to a teacher's credit on December 31, 1973 may also be used at the rate of one (1) day per day for purposes other than illness, namely: a leave prescribed in article 5-13.00 or to extend the teacher's disability leave upon the termination of the benefits prescribed in subparagraph 3) of paragraph A) of clause 5-10.27 or a preretirement leave.
- D) The teacher may also use the nonredeemable sick-leave days to his or her credit, at the rate of one (1) day per day, to extend his or her disability leave upon the termination of the benefits prescribed in subparagraph 3) of paragraph A) of clause 5-10.27 or to extend the leave prescribed in article 5-13.00, provided he or she has already used up his or her redeemable sick-leave days.
- E) The redeemable sick-leave days to a teacher's credit on December 31, 1973 shall be considered as used at that date, when used under this clause and any other clause of article 5-10.00.

5-10.41

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

5-10.42

The sick-leave days to a teacher's credit on June 30, 2006 shall remain to his or her credit and the days used shall be deducted from the total accumulated. The sick-leave days shall be used in the following order:

- a) the days credited under clause 5-10.36 for the current school year;
- b) after having used up the days mentioned in subparagraph a), the redeemable days to the teacher's credit;
- c) after having used up the days mentioned in subparagraphs a) and b), the other nonredeemable days to the teacher's credit.

5-10.43

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

Section 5 Work Accidents and Occupational Diseases**5-10.44**

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

The teacher who suffered a work accident before August 19, 1985 and who is still absent for this reason shall remain covered by the Workmen's Compensation Act (R.S.Q., c. A-3) as well as by clauses 5-10.48 to 5-10.53 of the 1983-1985 agreement; moreover, clauses 5-10.57 to 5-10.63 of this article shall apply to the teacher.

5-10.45

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

5-10.46

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

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

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

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

5-10.47

The teacher must inform the Board of the details concerning the work accident or employment injury before leaving the establishment where he or she works, if he or she is able to do so, or if not, as soon as possible. Moreover, he or she shall provide the Board with a medical certificate as prescribed by law, if the employment injury which he or she suffered renders him or her unable to perform his or her duties beyond the day on which it manifested itself.

5-10.48

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

5-10.49

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

5-10.50

- A) The Board shall immediately provide first aid to a teacher who suffered an employment injury and, if necessary, transportation to a health establishment, to a health professional or to the teacher's residence, as required by his or her condition.
- B) The cost of transportation of the teacher, where applicable, shall be assumed by the Board provided it is not assumed by another organization.
- C) The teacher has, if possible, the choice of his or her health establishment; in the case where he or she is unable to express his or her choice, he or she must accept the health establishment chosen by the Board; in this case, as soon as the teacher is able to express his or her choice, he or she may change health establishments.
- D) The teacher has the right to the health professional of his or her choice.

5-10.51

Notwithstanding clause 5-10.34, the Board may require a teacher who has suffered an employment injury to undergo an examination by a health professional that it designates in accordance with the law.

When the Board requires the teacher to undergo an examination in the context of the preceding paragraph, it shall give the teacher the reasons for doing so.

The cost of the examination as well as the transportation costs incurred by the teacher to attend the examination are assumed by the Board.

5-10.52

The teacher who suffers an employment injury entitling him or her to an income replacement indemnity shall remain covered by the health insurance plan prescribed in clause 5-10.08.

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

The waiver shall no longer apply as of the consolidation of the employment injury or as of the teacher's temporary assignment prescribed in clause 5-10.58.

5-10.53

If the date of consolidation of the employment injury is prior to the 104th week following the date of the beginning of the continuous period of disability due to an employment injury, the salary insurance plan prescribed in clause 5-10.27 shall apply if the teacher is still disabled within the meaning of clause 5-10.03 and in this case, the date of the beginning of the absence is considered as the date on which the disability begins for purposes of applying the salary insurance plan, in particular, clauses 5-10.27 and 5-10.40.

5-10.54

The teacher's bank of sick-leave days shall not be reduced for those days for which the Commission de la santé et de la sécurité du travail has paid an income replacement indemnity, until the date of consolidation of the employment injury for the absences prescribed in clause 5-10.64 as well as for the part of the workday on which the teacher is unable to perform his or her duties due to an employment injury.

5-10.55

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

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

5-10.56

Subject to clause 5-10.55, the Commission de la santé et de la sécurité du travail shall reimburse the Board the amount corresponding to the income replacement indemnity it sets.

The teacher must sign the forms required for the reimbursement. The waiver resulting from the signing of these forms shall be valid only for the period during which the Board has agreed to pay the benefits.

5-10.57

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

5-10.58

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

5-10.59

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

5-10.60

A teacher, although he or she is unable to resume his or her duties because of an employment injury, but who may use his or her remaining ability and qualifications to work, shall be entitled to hold, under clause 5-10.61, an equivalent position or a suitable available position which the Board intends to fill in as much as the teacher is able to do so.

5-10.61

The exercise of the right mentioned in clause 5-10.60 shall be subject to the following terms and conditions:

a) if it involves a regular teaching position:

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

b) if it involves another position:

- the teacher shall apply for the position in writing;
- the teacher has more seniority than the other teachers or persons concerned;
- the teacher has the required qualifications and meets the other requirements determined by the Board;
- the applicable agreement so allows;

c) the teacher's right can be exercised only during the 2 years immediately following the beginning of his or her absence or during the year following the consolidation date according to the more remote date.

5-10.62

The teacher who obtains a position referred to in clause 5-10.60 shall benefit from an adaptation period of 30 working days; at the end of the period, the teacher cannot keep the position if the Board deems that he or she is unable to perform his or her duties adequately. In this case, he or she shall be considered as not having exercised the right prescribed in clause 5-10.60 and may again benefit from this clause.

5-10.63

The teacher who obtains a position referred to in clause 5-10.60 shall receive the salary related to his or her new position, notwithstanding any provision to the contrary.

5-10.64

Once the teacher who has suffered an employment injury returns to work, the Board shall pay him or her his or her salary, supplements and the premiums for regional disparities to which he or she is entitled, where applicable, for each day or part of day during which the teacher must be absent from work to receive treatment or undergo medical examinations related to the employment injury or to carry out an activity of his or her personal rehabilitation program.

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

In all cases of absence, except in cases where this is an impossibility, of which the burden of proof lies with the teacher, the teacher concerned must notify his or her immediate superior of his or her departure and return according to the policies established by the Board.

5-11.02

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

5-11.03

Upon his or her return, the teacher shall submit to the competent authority a certificate stating the reasons for his or her absence in conformity with the form provided in Appendix IV.

A declaration or other proof of the reasons for a teacher's absence may only be contested by the Board within 30 days of the date on which the above-mentioned certificate was submitted to the competent authority.

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

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

5-12.02

As soon as the legal responsibility of the Board has been recognized by it or established by a court of law, the Board shall indemnify every teacher for the total or partial loss, theft or destruction of personal belongings which by their nature are normally used or brought to school with the consent of the principal, unless the teacher has shown gross negligence which has been established by a court of law. However, in the case of theft due to breaking and entering or of destruction due to a fire or to acts of God, the Board shall indemnify the teacher even if the legal responsibility of the latter has not been established. The teacher who claims to be entitled to an indemnity under this clause, must provide a written document supporting his or her claim.

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

5-12.03

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

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

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

5-13.02

The maternity leave, paternity leave and leave for adoption allowances shall be paid only as supplements to the parental insurance benefits or Employment Insurance benefits, as the case may be, or as payments during a period of absence for which the Québec Parental Insurance Plan (QPIP) and the Employment Insurance Plan (EIP) are not applicable.

However the maternity leave, paternity leave and leave for adoption allowances are paid only during the weeks when the teacher receives or would receive QPIP or EIP benefits, if he or she applied for such benefits.

In the case where the teacher shares the adoption or parental benefits provided by the QPIP or EIP with the other spouse, the allowance is paid only if the teacher in fact receives a benefit from one of these plans during the maternity, paternity leave or adoption leave.

5-13.03

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

5-13.04

The Board shall not reimburse the teacher for the amounts that might be required of him or her by the Minister of Employment and Social Solidarity under the Act respecting parental insurance (R.S.Q., c. A-29.011).

Also, the Board shall not reimburse the teacher for the amounts that might be required of him or her by HRSDC by virtue of the Employment Insurance Act (S.C. 1996, c. 23).

The salary¹, deferred salary¹ and severance allowances shall not be increased or decreased by the amounts received under the QPIP or EIP.

Section 2 Maternity Leave**5-13.05**

- A) The pregnant teacher who is eligible for QPIP benefits shall be entitled to a maternity leave of 21 weeks' duration which, subject to clause 5-13.07, must be consecutive.

The pregnant teacher who is eligible for EIP shall be entitled to a maternity leave of 20 weeks' duration which, subject to clause 5-13.07, must be consecutive.

The pregnant teacher who is not eligible for QPIP benefits and to Employment Insurance benefits shall be entitled to a maternity leave of 20 weeks' duration which, subject to clause 5-13.07, must be consecutive.

- B) The teacher who becomes pregnant while she is on a leave without salary or a part-time leave without salary prescribed in this article shall also be entitled to the maternity leave as defined in paragraph A) and to the allowances prescribed in clause 5-13.09, 5-13.10 or 5-13.11, as the case may be.
- C) The residual of the maternity leave and the rights and allowances attached thereto shall be transferred to the teacher whose spouse dies.
- D) In the case of miscarriage after the beginning of the 20th week preceding the due date, the teacher shall also be entitled to the maternity leave as defined in paragraph A).

5-13.06

The distribution of the maternity leave, before and after the birth, shall be at the teacher's discretion and shall include the day of the birth. However, in the case of the teacher who is eligible for QPIP benefits, this leave shall be simultaneous with the period of benefit payments granted under the Act respecting parental insurance (R.S.Q., c. A-29.011) and must begin no later than the week following the beginning of benefit payments granted under the QPIP.

5-13.07

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

Furthermore, a teacher who has sufficiently recovered from delivery but whose child is hospitalized after having left the health establishment may interrupt her maternity leave, upon agreement with the Board, by returning to work during this period of hospitalization.

¹ In this article, "salary" means the teacher's regular salary including the supplements prescribed in article 6-6.00 excluding the other premiums, without any additional remuneration, even the monetary compensations prescribed in Chapter 8-0.00.

- B) Upon the teacher's request, the maternity leave can be divided into weeks if her child is hospitalized or if the teacher must be absent due to situation other than a pregnancy-related illness, covered by sections 79.1 and 79.8 to 79.12 of the Labour Standards Act (R.S.Q., c. N-1.1).

The maximum number of weeks during which a maternity leave can be interrupted is equal to the number of weeks during which the child is hospitalized. For the other division possibilities, the maximum number of weeks of the interruption of the maternity leave is that prescribed in the Labour Standards Act (R.S.Q., c. N-1.1) for such a situation.

During such an interruption, the teacher is considered to be on leave without salary and shall receive no allowance or benefit from the Board. The teacher is entitled to the benefits prescribed in clause 5-13.28 during this period.

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

5-13.08

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

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

5-13.09 Cases Eligible for the Québec Parental Insurance Plan

- A) The teacher who has accumulated 20 weeks of service¹ and who is eligible for benefits under the QPIP is entitled to receive, during the 21 weeks of her maternity leave, an allowance calculated as follows:

the payment of salary prescribed for each period under clause 6-8.01 which the teacher would have received had she been at work, reduced by the amount of the maternity or parental benefits of the QPIP that she receives for each period or which she would receive if she applied for such benefits, reduced also by 7%² of 1/200 of the annual salary for each working day as defined in article 8-3.00 scheduled during these weeks.

This allowance is calculated on the basis of the QPIP benefits that a teacher is entitled to receive without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interests, penalties and other recoverable amounts under the Act respecting parental insurance (R.S.Q., c. A-29.011).

However, if a change is made to the amount of the benefit paid by QPIP following a change in the information provided by the Board, the latter shall correct the amount of the allowance accordingly.

¹ The absent teacher shall accumulate service if her absence is authorized, particularly for disability and includes benefits or remuneration.

² 7%: the percentage was set to take into account the fact that the teacher is exonerated from contributing to the pension plans, to QPIP and to EIP during a maternity leave. The contribution on average is equal to 7% of her salary.

When the teacher is working for more than one employer, the allowance is equal to the difference between 93% of the basic salary paid by the Board and the percentage of QPIP benefits corresponding to the proportion of basic weekly salary paid by the Board in relation to the total basic weekly salaries paid by all the employers. To this end, the teacher shall provide each of her employers with a statement of the weekly salaries paid by each of them as well as the amount of the benefits paid under the Act respecting parental insurance (R.S.Q., c. A-29.011).

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

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

The employer who pays the usual salary as mentioned in the preceding paragraph must, at the teacher's request, produce the letter.

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

5-13.10 Cases not Eligible for the Québec Parental Insurance Plan but Eligible for Employment Insurance:

- A) The teacher who has accumulated 20 weeks of service¹ and who is eligible for EIP though not eligible for QPIP is entitled, during her maternity leave, to receive:

- 1) for each week of the waiting period stipulated by EIP, the Board shall pay the teacher an allowance calculated as follows:

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

- 2) for each week following the period prescribed in the preceding subparagraph 1), until the 20th week of the maternity leave, the Board shall pay the teacher an additional allowance calculated as follows:

the payment of salary prescribed for each period under clause 6-8.01 that the teacher would have received had she been at work, reduced by the amount of the maternity or parental benefit under EIP that she receives for each period or that she would receive if she applied for it, and also reduced by 7%² of 1/200 of the annual salary for each workday as defined in article 8-3.00 scheduled during these weeks.

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

However, if a change is made to the amount of the benefit paid by QPIP following a change in the information provided by the Board, the latter shall correct the amount of the allowance accordingly.

¹ The absent teacher shall accumulate service if her absence is authorized, particularly for disability and includes benefits or remuneration.

² 7%: the percentage was set to take into account the fact that the teacher is exonerated from contributing to the pension plans and to EIP during a maternity leave. The contribution on average is equal to 7% of her salary.

In the case of the teacher who works for more than one employer, the allowance shall be equal to the difference between 93% of the basic salary paid by the Board and the percentage of the Employment Insurance benefits corresponding to the proportion of basic weekly salary it pays her in relation to the total basic weekly salaries paid by all the employers. To this end, the teacher shall provide each of her employers with a statement of the weekly salaries paid by each of them and the amount of the benefit rate paid by HRSDC.

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

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

5-13.11 Cases not Eligible for the Québec Parental Insurance Plan and the Employment Insurance Plan

Any teacher who is excluded from QPIP benefits and benefits under the EIP shall also be excluded from any other allowance prescribed in clauses 5-13.09 and 5-13.10. However:

- A) Full-time Teacher

The full-time teacher who has accumulated 20 weeks of service shall be entitled to an allowance if she does not receive benefits from a parental rights plan established by another province or territory. The allowance paid during 12 weeks shall be calculated as follows:

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

- B) Part-time Teacher

The part-time teacher who has accumulated 20 weeks of service shall be entitled to an allowance if she does not receive benefits from a parental rights plan established by another province or territory. The allowance paid during 12 weeks shall be calculated as follows:

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

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

- A) No allowance shall be paid during the vacation period for which the teacher is paid.
- B) In the case of the teacher who is eligible for QPIP benefits, the allowance shall be paid at 2 week intervals. The first instalment however need only be paid 15 days after the Board receives proof that she is receiving QPIP benefits. For the purposes of this paragraph, a statement of benefits, a stub or information provided by the Ministry of Employment and Social Solidarity to the Board by means of an official statement shall be considered as proof.

For the teacher eligible for EIP, the allowance due for the first 2 weeks shall be paid by the Board in the 2 weeks following the beginning of the leave. The allowance due after that date shall be paid at 2-week intervals. However, in the case of the teacher who is eligible for EIP, the first instalment need only be paid 15 days after the Board receives proof that she is receiving Employment Insurance benefits. For purposes of this paragraph, a statement of benefits, a stub or information provided by HRSDC to the Board by means of an official statement shall be considered as proof.

- C) Service shall be calculated with all the employers in the public and parapublic sectors (Civil Service, Education, Health and Social Services), health and social services agencies, bodies whose employees are subject to standards and salary scales which by law are determined in accordance with conditions prescribed by the Government, the Office franco-québécois pour la jeunesse, the Société de gestion du réseau informatique des commissions scolaires (GRICS) and any other body referred to in Schedule C of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

Moreover, the requirement of 20 weeks of service contained in clauses 5-13.09, 5-13.10 and 5-13.11 shall be deemed to have been met, where applicable, when the teacher meets the requirement with one of the employers mentioned in this paragraph.

- D) The payment of the maternity leave allowance to the teacher who is nonreengaged shall terminate on the date of her nonreengagement.

Thereafter, in the case where the teacher who was nonreengaged for staff surplus is reengaged by the Board, the maternity leave allowance shall be reestablished as of the date of her reengagement.

In this case, the weeks for which the teacher had received the maternity leave allowance prior to her nonreengagement as well as the weeks between her nonreengagement and her reengagement shall be deducted from the number of weeks to which she is entitled under clause 5-13.09, 5-13.10, or 5-13.11, as the case may be, and the maternity leave allowance shall be reestablished for the number of weeks remaining as per the application of those clauses.

The teacher shall not be entitled to defer the 4 weeks of vacation prescribed in clause 5-13.13.

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

5-13.13

During the maternity leave and the extensions prescribed in clause 5-13.14, the teacher, insofar as she is normally entitled to it, shall benefit from the following:

- health insurance plan;
- accumulation of sick-leave days;
- accumulation of seniority;
- accumulation of experience;
- accumulation of continuous service for employment security purposes;
- accumulation of service for probation purposes;
- right to apply for a position which has been posted and to obtain it under the agreement as if she were at work.

The teacher may defer a maximum of 4 weeks' annual vacation if it falls within her maternity leave and if she notifies the Board in writing of the date of the deferral no later than 2 weeks before the termination of the maternity leave. Unless there is an alternative agreement with the Board, the maximum period of 4 weeks shall immediately follow the maternity leave. The provisions of this clause shall apply during the 4 weeks of deferred vacation. If the Christmas holidays fall during the 4-week period, the holidays shall not be included in the 4-week period.

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

5-13.14

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

The teacher may extend her maternity leave if her child's health or the teacher's health requires that she do so. The duration of the extension shall be that which is indicated in the medical certificate which must be provided by the teacher.

During the extensions, the teacher shall be considered to be on leave without salary, and shall not receive any allowance or benefit. During the periods, the teacher is covered by clause 5-13.13 during the first 6 weeks and by clause 5-13.28, thereafter.

5-13.15

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

5-13.16

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

The teacher to whom the Board has sent the aforementioned notice must report to work upon the termination of the maternity leave unless the leave is extended as prescribed in clause 5-13.27.

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

5-13.17

When she returns from her maternity leave, the teacher shall return to her position. If the position has been abolished, the teacher shall be entitled to the benefits she would have received had she been at work at that time.

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

- A) The teacher may request to be provisionally assigned to another position, vacant or temporarily vacant, with the same job title or, if she agrees and subject to the provisions of the applicable collective agreements, another job title, in the following cases:
- 1) she is pregnant and her working conditions expose her or her unborn child to infectious diseases or to physical dangers;
 - 2) her working conditions involve dangers for the child whom she is breastfeeding;
 - 3) she works regularly at a cathode-ray tube terminal.
- B) The teacher must present a medical certificate to this effect as soon as possible.

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

- C) The teacher so assigned to another position shall retain the rights and privileges of her regular position.

- D) If the assignment is not carried out immediately, the teacher shall be entitled to a special leave to begin immediately. Unless a provisional assignment arises afterward to cancel the special leave, the special leave shall terminate, for the pregnant teacher, on the date of the birth and, for the teacher who is breastfeeding her child, at the end of the period during which the child is breastfed. However in the case of the teacher who is eligible for benefits payable under the Act respecting parental insurance (R.S.Q., c. A-29.011), the special leave shall terminate as of the 4th week before the due date.
- E) During the special leave prescribed in this clause, the teacher shall be governed, with regard to her allowance, by the provisions of the Act respecting occupational health and safety (R.S.Q., c. S-2.1) concerning the preventive reassignment of the employee who is pregnant or who is breastfeeding.
- F) However, following a written request to this effect, the Board shall pay the teacher an advance on the allowance to be received on the basis of the anticipated payments. If the Commission de la santé et de la sécurité au travail (CSST) pays the anticipated allowance, the reimbursement shall be deducted from that amount. If not, the reimbursement shall be made at 30% of the salary payable per pay period until the amount has been repaid.

However, if the teacher exercises her right to apply for a review of the decision of the CSST 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.

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

5-13.19 Other Special Leaves

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

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

5-13.20

During the special leaves granted under this section, the teacher shall be entitled to the benefits prescribed in clause 5-13.13, insofar as she is normally entitled to them, and in clause 5-13.17. The teacher covered by subparagraphs a), b) and c) of clause 5-13.19 may avail herself of the benefits of the sick-leave plan or the salary insurance plan. Under subparagraph c) of clause 5-13.19, the teacher must first have used up the 4 days provided therein.

Section 4 Paternity-related Leaves

5-13.21

Leave on the occasion of birth

- A) A teacher shall be entitled to a leave with salary for a maximum period of 5 workdays for the birth of his child. The teacher shall also be entitled to the leave in the case of miscarriage occurring after the beginning of the 20th week preceding the due date. While this leave need not be continuous, it must be taken between the beginning of the delivery process and the 15th day following the mother's or the child's return to the family residence. One (1) of the 5 days may be used for the child's baptism or registration

The taking of this leave is preceded, as soon as possible, by the teacher's notification to the Board.

The female teacher whose spouse gives birth to a child is also entitled to this leave if she is designated as one of the child's mothers.

Paternity leave

- B) On the occasion of the birth of his child, the teacher is also entitled to a paternity leave of a maximum duration of 5 weeks which, subject to paragraphs F) and G), must be consecutive. This leave must end at the latest at the end of the 52nd week following the week of the birth of the child.

This leave is granted following a written request submitted at least 3 weeks in advance. However, this time frame may be shorter if the birth occurs prior to the scheduled date.

For the teacher eligible for QPIP or EIP, this leave is simultaneous with the period of payment of the benefits granted by virtue of one of these plans and it must start no later than the week following the start of payment of such benefits.

The request must indicate the scheduled date of expiry of this leave.

The teacher shall report to work when the leave has expired unless the latter is extended in the manner prescribed in clause 5-13.27.

The teacher who does not comply with the previous paragraph is considered to be on leave of absence without salary for a maximum period of 4 weeks. At the end of the period, the teacher who does not report to work is presumed to have resigned.

The female teacher whose spouse gives birth, is also entitled to this leave if she is designated as one of the child's mothers.

- C) 1) During the paternity leave prescribed in paragraph B) of this clause, the teacher who is eligible for QPIP shall receive an allowance calculated as follows;
- the salary payment prescribed for each period according to clause 6-8.01 which would have been received by the teacher if he or she had been at work, reduced by the amount of the benefits that he or she receives or would receive if he or she applied for it, by virtue of QPIP.
- 2) During the paternity leave prescribed in paragraph B) of this clause, the teacher who is eligible for EIP shall receive an allowance calculated as follows:
- the salary payment prescribed for each period according to clause 6-8.01 which would have been received by the teacher if he or she had been at work, reduced by the amount of the benefits that he or she receives or would receive if he or she applied for it, by virtue of EIP.
- 3) The third, fourth and fifth paragraphs of paragraph A) of clause 5-13.09 and sub-paragraph 2) of paragraph A) of clause 5-13.10, according to the case, and paragraphs B) and C) of clause 5-13.09 apply to the previous 2 sub-paragraphs with the necessary changes.

- D) The teacher who is not eligible for the paternity benefits of QPIP and for the parental benefits of EIP shall receive during the paternity leave prescribed in paragraph B) of this clause an allowance equal to his or her salary prescribed for each period as per clause 6-8.01 which would have been received by the teacher if he or she had been at work.
- E) Paragraphs A), B), D) and E) of clause 5-13.12 apply to the teacher who benefits from the allowances prescribed in paragraphs C) or D) of this clause with the necessary changes.
- F) When his child is hospitalized, the teacher may interrupt his paternity leave, upon agreement with the Board, by returning to work for the duration of the hospitalization.
- G) Upon the teacher's request, the paternity leave may be divided into weeks if his child is hospitalized or if the teacher must be absent due to an accident or illness or to a situation covered by sections 79.1 and 79.8 to 79.12 of the Labour Standards Act (R.S.Q., c. N-1.1).

The maximum number of weeks during which the paternity leave may be interrupted is equal to the number of weeks of the child's hospitalization. For the other division possibilities, the maximum number of weeks of interruption of the paternity leave is that prescribed in the Labour Standards Act (R.S.Q., c. N-1.1) for such a situation.

During such an interruption, the teacher is deemed to be on leave without salary and shall receive no allowance or benefits from the Board. The teacher shall be entitled to the benefits prescribed in clause 5-13.28 during that period.

- H) When the teacher resumes the leave for adoption which has been interrupted or divided under paragraphs F) and G) of this clause, the Board shall pay the teacher the allowance to which he or she would have been entitled if he or she had not availed himself or herself of such interruption or such division for the residual number of weeks to be covered under paragraph B) of this clause, subject to clause 5-13.02.
- I) The teacher who, before the date of expiry of his paternity leave, provides the Board with a notice along with a medical certificate attesting that his child's health requires it, is entitled to an extension of his paternity leave. The duration of this extension is that indicated in the medical certificate.

During this extension, the teacher is deemed to be on leave without salary and shall receive no allowance or benefits from the Board. The teacher shall be covered by clause 5-13.28 during that period.

- J) The teacher who takes one of the leaves prescribed in paragraphs A) or B) shall be entitled to the benefits prescribed in clause 5-13.13, provided he or she is normally entitled to it, and in clause 5-13.17.

Section 5 Leaves related to adoption

Leaves on the occasion of adoption

5-13.22

The teacher shall be entitled to a leave with salary for a maximum period of 5 workdays for the adoption of a child other than his or her spouse's child. This leave needs not be continuous and must not be taken after expiry of the 15 days following arrival of the child at the family residence. One (1) of these 5 days may be used for the child's baptism or registration.

The taking of this leave is preceded, as soon as possible, by the teacher's notification to the Board.

5-13.23

The teacher who adopts his or her spouse's child is entitled to a leave for a maximum period of 5 workdays of which only the first 2 are with salary. This leave needs not be continuous and must not be taken after expiry of the 15 days following the filing of the adoption application.

Leaves for Adoption

5-13.24

- A) The teacher who legally adopts a child other than the child of his or her spouse shall be entitled to a leave of absence for adoption for a maximum period of 5 weeks which, subject to paragraphs D) and E), must be consecutive. This leave must end no later than at the end of the 52nd week following the week of arrival of the child at the family residence.

This leave is granted following a request written at least 2 weeks in advance.

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

The teacher must report to work when his or her leave has expired unless the latter has been extended in the manner prescribed in clause 5-13.27.

The teacher who does not comply with the preceding paragraph shall be deemed to be on a leave of absence without salary for a maximum period of 4 weeks. At the end of the period, the teacher who has not reported back to work shall be presumed to have resigned.

For the teacher who is eligible for QPIP or EIP benefits, this leave is simultaneous with the period of benefit payments granted under one of these plans, and must begin no later than the week following the start of payment of such benefits.

For the teacher who is not eligible for QPIP or EIP benefits, this leave must take place after the child's placement order or its equivalent in the case of international adoption, in accordance with the adoption plan, or at another time agreed upon with the Board.

- B) 1) During the leave for adoption prescribed in paragraph A) of this clause, the teacher who is eligible for QPIP benefits shall receive an allowance calculated as follows:
- the salary payment prescribed for each period under clause 6-8.01 which the teacher would have received had he or she been at work, reduced by the amount of the benefits he or she receives or would receive under the QPIP, should he or she apply for them.
- 2) During the leave for adoption prescribed in paragraph A) of this clause, the teacher who is eligible for EIP benefits shall receive an allowance calculated as follows:
- the salary payment prescribed for each period under clause 6-8.01 which the teacher would have received had he or she been at work, reduced by the amount of the benefits he or she receives or would receive, if he or she applied for it under EIP.
- 3) The third, fourth and fifth paragraphs of paragraph A) of clause 5-13.09 and third, fourth and fifth paragraphs of subparagraph 2) of paragraph A) of clause 5-13.10, as the case may be, and paragraphs B) and C) of clause 5-13.09 are applicable to this clause, with the necessary changes.
- C) The teacher who is not eligible for QPIP adoption benefits and for parental benefits under EIP, and who adopts a child other than the child of his or her spouse shall receive, during the leave for adoption prescribed in paragraph A) of this clause, an allowance equal to his or her salary as prescribed for each period under clause 6-8.01 which the teacher would have received had he or she had been at work.
- D) When a child is hospitalized, the teacher may suspend his or her adoption leave, upon agreement with the Board, by returning to work during the period of this hospitalization.
- E) Upon the teacher's request, the leave for adoption may be divided into weeks if his or her child is hospitalized or if the teacher must be absent due to a situation covered by sections 79.1 and 79.8 to 79.12 of the Labour Standards Act (R.S.Q., c. N-1.1).

The maximum number of weeks during which the leave for adoption may be interrupted is equal to the number of weeks of the child's hospitalization. For the other division possibilities, the maximum number of weeks of the interruption of the adoption leave is that prescribed in the Labour Standards Act (R.S.Q., c. N-1.1).

During such an interruption, the teacher is deemed to be on leave without salary and shall receive no allowance of benefits from the Board. The teacher shall be entitled to the benefits prescribed in clause 5-13.28 during this period.

- F) When the teacher resumes the leave for adoption which has been interrupted or divided under paragraphs D) and E) of this clause, the Board shall pay the teacher the allowance to which he or she would have been entitled if he or she had not availed himself or herself of such interruption or such division for the residual number of weeks to be covered under paragraph A) of this clause, subject to clause 5-13.02.
- G) The teacher who, before the date of expiry of his or her leave for adoption, provides the Board with a notice along with a medical certificate attesting that the health of his or her child requires it, is entitled to an extension of his or her leave for adoption. The duration of this extension is that which is indicated in the medical certificate.

During this extension, the teacher is deemed to be on leave without salary and shall receive no allowance or benefits from the Board. The teacher shall be entitled to the benefits prescribed in clause 5-13.28 during that period.

5-13.25

- A) The teacher who takes one of the leaves prescribed in clauses 5-13.22, 5-13.23 or 5-13.24 shall be entitled to the benefits prescribed in clause 5-13.13, provided he or she is normally entitled to it, and in clause 5-13.17.
- B) Paragraphs A), B), D) and E) of clause 5-13.12 apply to the teacher who benefits from the allowances prescribed in paragraphs B) or C) of clause 5-13.24 with the necessary changes.

Leave of Absence Without Salary for an Adoption

5-13.26

The teacher shall benefit, with a view to adopt a child, from a leave of absence without salary of a maximum duration of 10 weeks as of the date he or she assumes full legal responsibility for the child, unless it is the spouse's child. This leave of absence is granted following a request written at least 2 weeks in advance.

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

However the leave shall end no later than the week following the beginning of QPIP benefit payments and the provisions of paragraph A) of clause 5-13.24 shall apply.

During this leave of absence without salary, the teacher shall be entitled to the benefits prescribed in clause 5-13.28.

Section 6 Extension of Certain Leaves of Absence

Leave of Absence Without Salary and Part-time Leave of Absence Without Salary

5-13.27

The teacher who wishes to extend her maternity leave, the teacher who wishes to extend his paternity leave and the teacher who wishes to extend his or her leave for adoption shall benefit from one of the 5 options listed hereinafter, under the conditions stipulated therein:

- a) a leave under clause 5-10.40;
- or

- b) a full-time leave without salary:
- 1) until the end of the current school year, if he or she so requests;
 - 2) for the following complete school year if the teacher benefited from the leave prescribed in the preceding subparagraph 1), if he or she so requests;
 - 3) for a second complete school year if the teacher benefited from the leave prescribed in the preceding subparagraph 2), if he or she so requests;
- or
- c) a full-time leave of absence without salary for a maximum period of 52 continuous weeks which begins at the time the teacher chooses and ends no later than 70 weeks following the birth or, in the case of an adoption, 70 weeks after he or she assumes full legal responsibility for the child;
- or
- d) a leave of absence without salary for part of a year for a maximum period of 2 years; unless there is an agreement to the contrary between the Board and the teacher, the teacher shall, during the leave, have the choice of working or not:
- 1) for each complete period where the starting date coincides with the beginning of the work year and the end coincides with the last workday in December;
 - 2) for each complete period where the starting date coincides with the first workday in January and the end coincides with the last workday in June;
 - 3) for the period between the beginning of the leave of absence without salary and the last workday in December, if the leave without salary is taken between the beginning of the work year and the last workday in December or for the period between the beginning of the leave without salary and the last workday in June, if the leave without salary is taken between the first workday in January and the last workday in June.
- A leave of absence without salary which includes 4 periods as defined in subparagraph 1), 2) and 3) shall be for 2 years;
- or
- e) a partial leave without salary; unless there is an agreement to the contrary between the Board and the teacher, the following terms shall apply:
- 1) the leave begins between December 31 and July 1:
 - until the end of the current work year, the teacher shall either choose to work on a full-time basis or benefit from a full-time leave without salary;
 - for the following complete work year, the teacher shall be entitled, during the entire year, to a leave without salary for part of the week determined by the Board:
 - i) for the secondary-level teacher and the preschool and elementary-level specialist: a fixed period of time in his or her timetable equivalent to approximately 50% of the workload;
 - ii) for the preschool teacher: mornings or afternoons;
 - iii) for every other teacher: 5 half-days per week;
 - for a second complete work year, the teacher shall be entitled to a partial leave without salary under the same conditions as for the first complete work year;

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

The paternity leave prescribed in paragraph B) of clause 5-13.21 or the leave for adoption prescribed in paragraph A) of clause 5-13.24 may be extended in accordance with either one of the options prescribed in paragraphs b), d) or e) of this clause up to the 125th week following the child's birth or arrival in the family residence. However, if the end of the leave does not coincide with the 1st workday of a school year or January 1st, the leave must therefore end on the day preceding the 1st workday of the school year or January 1st that precedes the limit of 125 weeks.

However, if the paternity leave prescribed in paragraph B) of clause 5-13.21 or the leave for adoption prescribed in paragraph A) of clause 5-13.24 follows immediately the leave of absence on the occasion of the birth as prescribed in paragraph A) of clause 5-13.21 or the leave of absence on the occasion of the adoption prescribed in clause 5-13.22, the limit of 125 weeks prescribed in the previous paragraph does not apply.

- g) 1) The full-time leaves of absence prescribed in paragraphs a), b) and c) of this clause are granted following a request written at least 3 weeks in advance;
- 2) the leave of absence without salary prescribed in paragraph d) of this clause is granted following a written request submitted at least 3 weeks in advance and provides that the leave of absence will be scheduled the 1st year. The scheduling of the leave of absence in the 2nd year must have been specified in writing at least 3 months prior to the start of this new year.
- 3) in the case of the leaves of absence prescribed in paragraphs a), c) and d) of this clause, the request must specify the date of return to work;

- 4) the leave of absence without salary prescribed in paragraph e) of this clause is granted following a written request submitted at least 3 weeks in advance;
 - 5) the partial leave of absence prescribed in paragraph e) of this clause is granted following a written request submitted prior to the previous June 1st.
- h) The teacher to whom the Board sent 4 weeks in advance a notification indicating the expiry date of the leave of absence without salary shall give a prior notice of his or her return at least 2 weeks prior to expiry of this leave, failing which he or she shall be considered as having resigned.

The teacher who wants, before the scheduled date, to end his or her leave of absence granted under paragraph a), b) or e) of this clause can only do so for exceptional reasons with the Board's agreement. The Board and the Union can agree on the conditions and terms of such a return to work.

The teacher who wants, before the scheduled date, to end his or her leave of absence granted under paragraph c) of this clause shall give a prior written notice of his or her intention at least 21 days prior his or her return to work.

The teacher who wants to end his or her leave of absence without salary for part of a year prior to the scheduled date shall give a prior written notice of his or her intention at least 30 days prior to his or her return to work.

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

During one of the leaves prescribed in subparagraph b), c), d) or e) of this clause, the teacher shall maintain his or her right to use the sick-leave days under clause 5-10.39. However, using the sick-leave days may not have the effect of extending the period foreseen for one of these leaves.

The teacher who does not use his or her leave of absence without salary for one of the leaves prescribed in subparagraph b), d) or e) of this clause may, for that portion of the leave which his or her spouse does not use, benefit from a leave of absence without salary by following the formalities prescribed in this article. Where applicable, the leave shall be divided over 2 immediately consecutive periods.

If the teacher's spouse is not an employee of the public or parapublic sector, the teacher may obtain, under the conditions stipulated, a leave without salary prescribed in subparagraph b), d) or e) of this clause within the 2 years which follow the birth or adoption; in all cases, the leave cannot exceed a maximum 2-year period following the birth or adoption.

- j) Upon the teacher's request, the full-time leave of absence without salary may be divided into weeks if his or her child is hospitalized or if the teacher must be absent due to a situation covered by sections 79.1 and 79.8 to 79.12 of the Labour Standards Act (R.S.Q., c. N-1.1). Dividing the leave is only possible prior to expiry of the first 52 weeks of the leave of absence without salary.

The maximum number of weeks during which the leave of absence without salary may be interrupted is equivalent to the number of weeks during which the child is hospitalized. For the other division possibilities, the maximum number of weeks the leave is interrupted is that prescribed in the Labour Standards Act (R.S.Q., c. N-1.1) for such a situation.

During such an interruption, the teacher is considered as being on leave of absence without salary and does not receive from the Board any allowance or benefit. The teacher shall be entitled to the benefits prescribed in clause 5-13.28 during that period.

5-13.28

During the leave of absence without salary, the teacher shall accumulate his or her seniority, retain his or her experience and continue to participate in the basic health insurance plans applicable to him or her by paying all the premiums.

During the leave of absence without salary for part of a year or the partial leave of absence without salary, the teacher shall accumulate his or her seniority, accumulate his or her experience as a part-time teacher and may continue to participate in the basic health insurance plan applicable to him or her by paying all the premiums.

Moreover, the teacher mentioned in either one of the preceding paragraphs may continue to participate in the other complementary insurance plans applicable to him or her by so requesting at the beginning of the leave and by paying all the premiums.

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

Upon his or her return, the teacher shall be reintegrated in his or her duties under the provisions of the agreement.

5-13.29

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

Leave for Parental Responsibilities**5-13.30**

- A) A leave without salary for part of a year for a maximum of one (1) year shall be granted to a teacher whose minor child experiences socioemotional problems or whose minor child is handicapped or ill and requires his or her care. The leave shall be scheduled as prescribed in subparagraph d) of clause 5-13.27.

This leave is granted following a request written at least 2 weeks in advance.

- B) Instead of availing himself or herself of such a leave, the teacher may obtain, with the Board's consent, a leave without salary for a complete school year or a partial leave without salary for a complete school year. The partial leave without salary shall be scheduled as prescribed in subparagraph e) of clause 5-13.27.

Either of those leaves is granted following a request written prior to the preceding June 1st.

Miscellaneous Provisions**5-13.31**

The teacher shall be entitled to resign due to maternity, without penalty for breach of contract.

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

Subject to the amendments brought by the agreement and to the sole extent that they are explicitly described in a local agreement entered into in accordance with article 5) of Chapter 14 of the laws of 1978, the higher benefits are extended for the duration of the agreement.

5-13.32

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

Notwithstanding the foregoing, the total amounts received by the teacher in benefits paid under the QPIP or EIP, allowances and premiums may not exceed 95% of the amount that constitutes her basic salary and the premium for regional disparities.

The teacher who is entitled to a premium for regional disparities shall receive this premium during the weeks when the Board pays him an allowance for his paternity leave as prescribed in paragraph B) of clause 5-13.21 or for his leave for adoption as prescribed in paragraph A) of clause 5-13.24.

5-13.33

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

5-13.34

If it is established before an arbitrator that a teacher on probation benefited from a maternity leave or a leave prescribed in clause 5-13.27 and that the Board terminated her employment, the Board must prove that it terminated her employment for reasons other than her having benefited from the maternity leave or the leave prescribed in clause 5-13.27.

5-14.00 SPECIAL LEAVES**5-14.01**

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

5-14.02

- A) In the event of the death of his or her spouse, his or her child¹ or his or her spouse's child living with the teacher: 7 consecutive days, working days or not, including the day of the funeral.

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

- B) In the event of the death of his or her father, mother, brother or sister: 5 consecutive days, working days or not, including the day of the funeral.

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

- C) In the event of the death of his or her parents-in-law, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandson, granddaughter: 3 consecutive days, working days or not, including the day of the funeral; however, the leave is increased to 5 days if the grandfather or the grandmother permanently resided with the teacher in one of the localities of assignment.

¹ Including the child living with the teacher and for whom adoption proceedings have begun.

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

- D) The marriage or civil union of his or her father, mother, brother, sister, child: the day of the wedding or the civil union;
- E) The change of domicile other than the one specified in article 5-3.00: the moving day; however, a teacher shall not be entitled to more than one (1) day per year for this reason.

However, the maximum of one (1) day per year shall be increased to 2 when at least one of the 2 moves is expressly requested by the Board.

- F) The marriage or civil union of the teacher: a maximum of 7 consecutive days, working days or not, including the day of the wedding or the civil union.
- G) An annual maximum of 3 working days to cover any other event considered as an act of God (disaster, fire, flood, etc.) which obliges the teacher to be absent from work; any other reason which obliges the teacher to be absent from work for which the Board and the Union agree to grant permission for absence without loss of salary, supplements or premiums for regional disparities.
- H) A maximum of 2 working days to extend the leave prescribed in clause 5-13.21 or, where applicable, in clause 5-13.23.

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

5-14.03

The teacher shall benefit from one (1) day without loss of salary, supplements or premiums for regional disparities, in addition to the number of days determined in paragraphs A), B) and C) of clause 5-14.02 if the funeral takes place at a distance greater than 240 kilometres from the teacher's place of assignment or from 2 additional days if the funeral takes place at a distance greater than 480 kilometres from the place of assignment.

The Board shall grant one (1) day in addition to those mentioned in clause 5-14.02 to cover the events described in paragraphs A), B) and C) of clause 5-14.02.

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

5-14.04

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

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

5-14.05

The teacher-by-the-lesson shall benefit from the following special leaves without loss of salary, annual supplements or premiums for regional disparities:

- a) in the event of the death of his or her spouse, child¹ or spouses child living with the teacher: 3 consecutive days, workdays or not, including the day of the funeral;
- b) in the event of the death of his or her father, mother, brother, sister: 2 consecutive days, workdays or not, including the day of the funeral.

One additional day shall be granted if the funeral takes place at more than 240 kilometres from the place of residence of the teacher.

The Board shall grant one (1) additional day to cover the days prescribed in this clause.

5-14.06

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

5-14.07 Leave of absence for family obligations

Subject to the other provisions of the agreement, in accordance with article 79.7 of the Labour Standards Act (R.S.Q., c. N-1.1), a teacher may be absent from work, without salary, for 10 days per year in order to perform duties related to the custody, health or education of his or her child or his spouse's child, or due to the health condition of his or her spouse, father, mother, brother, sister or one of his or her grand-parents.

This leave may be divided into days. A day may also be divided if the Board allows it.

The teacher must notify the Board about his or her absence as soon as possible and take the reasonable means at his or her disposal to limit the taking and duration of the leave of absence.

The days used for these absences are deducted from the teacher's annual bank of sick leave days, up to a maximum of 6 days.

5-15.00 NATURE, DURATION AND TERMS AND CONDITIONS OF LEAVES OF ABSENCE WITHOUT SALARY AS WELL AS THE INHERENT RIGHTS AND OBLIGATIONS EXCLUDING LEAVES OF ABSENCE PRESCRIBED UNDER UNION PREROGATIVES AND PARENTAL LEAVES**5-15.01**

Every tenured teacher may benefit from the provisions of this article.

The Board could consider the request for leave without salary from a teacher who has not acquired tenure.

Every regular teacher may benefit from clauses 5-15.02 and 5-15.03.

5-15.02

The teacher who is affected by a prolonged illness, attested to by the necessary medical certificate may, if he or she has used up the benefits granted to him or her in paragraph A) of clause 5-10.27, obtain a leave of absence without salary for the remainder of the school year already in progress at the time when the benefits were used up.

¹ Including the child living with the teacher and for whom adoption proceedings have begun.

5-15.03

The Board shall grant a leave without salary for a period which could extend until the end of the school year to the teacher whose request includes the anticipated date of departure and if one of the following conditions applies to him or her:

- a) the death of his or her spouse or dependent child¹ has occurred in the 30 days preceding the request;
or
- b) his or her spouse or dependent child is affected by a serious illness, attested as such by a medical certificate.
or
- c) the request for a leave is for reasons of divorce or legal separation. The teacher must submit, upon request by the Board, any required supporting document of a legal nature.

5-15.04

Subject to clause 5-15.01, the Board shall grant a first leave without salary for full-time studies for the following school year to any teacher who makes such a request before April 1.

The teacher must return to work at the Board for a period of 3 years before being eligible for a second leave without salary for full-time studies.

5-15.05

The Board may, for any reason which it deems valid, grant to a teacher a leave without salary ending June 30 for a period not exceeding one (1) school year.

The Board shall grant a leave without salary for one (1) year to any teacher who has completed 5 years of service with the Board. During a single school year, the Board is not obliged to grant such a leave to more than 5%² of the teachers of a single school per year.

For the purposes of applying the preceding paragraph, when the Board must choose from among several teachers, the leave is granted to the teacher who has the most seniority, insofar as this teacher has not taken such a leave during the 5 years preceding the request.

5-15.06

Any leave without salary prescribed in this article may, at the teacher's request, be renewed by the Board for periods of one school year each.

5-15.07

A request to obtain or renew any leave without salary must be made in writing before April 1 and must clearly establish the reasons for such a request.

However, in the cases prescribed in clauses 5-15.02 and 5-15.03, the request for a renewal of the leave without salary for the entire following school year must be made at the same time as the original request for a leave of absence without salary up to the end of the current school year if the request was made after April 1.

¹ Within the meaning of clause 5-10.02

² It being understood that, in schools where 5% amounts to less than one (1) teacher, the number is set at one (1) teacher.

5-15.08

During his or her absence, the teacher on leave without salary may:

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

5-15.09

Should a teacher resign during or at the end of a leave without salary, he or she shall reimburse the Board for any amount paid by the Board for and in the name of the teacher during his or her leave.

5-15.10

The Board shall retain the right to cancel the engagement of a teacher who uses his or her leave without salary for reasons other than those for which he or she obtained it, unless he or she has prior written authorization from the Board. The Board shall inform the Union of the cancellation of contract.

No later than February 1 the Board shall write to every teacher who is on a leave without salary at the most recent official address provided by the teacher to inquire whether or not the teacher wishes to return to the service of the Board.

5-15.11

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

Family-related responsibilities leave**5-15.12**

- A) The Board allows a teacher to be absent without salary on the occasion of one of the events prescribed in articles 79.8 to 79.12 of the Labour Standards Act, according to the terms and conditions prescribed in articles 79.13 to 79.16 of this same act.
- B) The teacher must inform the Board of the reasons for his or her absence as soon as possible and provide the proof justifying his or her absence.
- C) During the leave of absence without salary prescribed in paragraph A), the teacher shall accumulate his or her seniority, retain his or her experience and continue to participate in the basic health insurance plans applicable to him or her by paying his or her share of premiums. The teacher may continue to participate in the other complementary insurance plans applicable to him or her by so requesting at the beginning of the leave and by paying all the premiums.
- D) At the end of the leave of absence without salary prescribed in paragraph A), the teacher may return to his or her position or, where relevant, a position that he or she would have obtained in accordance with the provisions of the agreement. Should the position be abolished or in case of travel, the teacher shall be entitled to the benefits that he or she would have enjoyed if he or she had then been at work.

Likewise, upon returning from this leave of absence without salary, the teacher who holds no position shall resume the assignment that he or she had when he or she left if the planned duration of this assignment runs on after the end of this leave. If the assignment is over, the teacher shall be entitled to any other assignment according to the provisions of the agreement.

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

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

5-16.02

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

5-16.03

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

5-16.04

Clause 5-16.03 shall apply to the preparation and evaluation meetings for the exchange program.

5-16.05

Subject to articles 5-3.00 and 5-4.00, upon his or her return, the teacher shall be assigned to the locality where he or she was teaching before he or she began his or her leave.

5-17.00 LEAVE WITH DEFERRED SALARY**5-17.01**

The leave with deferred salary allows a tenured teacher who is not on availability to have his or her salary for a given period of work spread out over a longer period which includes the length of the leave. The leave is intended neither to grant a teacher benefits upon of his or her retirement nor to defer his or her income tax.

5-17.02

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

5-17.03

The leave shall be subject to the provisions of Appendix XIII.

5-17.04

Notwithstanding the foregoing, any teacher who was granted a leave with deferred salary in accordance with the provisions of the 2000-2003 or 2005-2010 agreement, shall continue to be governed by the provisions applicable to him or her.

5-18.00 LEAVES FOR PUBLIC OFFICE**5-18.01**

The teacher who is running for public office as deputy, mayor, municipal counsellor or regional counsellor in the Kativik Regional Government, or who is running for a position as director of the Federation of Cooperatives of Northern Québec or the Makivik Corporation shall obtain, upon a written request submitted at least 15 days before his or her departure, a leave of absence without salary for the time required for his or her candidacy. The leave without salary shall begin at the earliest on the date of the official declaration of his or her candidacy and shall end at the latest on the 8th day following that of the election or at any other earlier date agreed to between the teacher and the Board. To this effect, clause 5-15.11 shall apply with the necessary changes.

5-18.02

The teacher who is elected or appointed to hold a public office as a minister, deputy, mayor, municipal counsellor or regional counsellor in the Kativik Regional Government or as director of the Federation of Cooperatives of Northern Québec or the Makivik Corporation shall obtain, upon a written request submitted at least 15 days before his or her departure¹, a leave without salary to hold the public office.

The Board may also grant a leave without salary on a part-time or occasional basis to the teacher elected or appointed to hold such public office in order to allow the teacher to carry out the responsibilities of the office. The Board and the teacher shall agree on the terms and conditions of the part-time leave without salary.

5-18.03

The teacher on a leave without salary to hold a public office under clause 5-18.02 must give the Board a written advance notice of at least 30 days of his or her return to the Board.

5-18.04

Upon his or her return from a leave without salary prescribed in clause 5-18.02, the teacher shall be reinstated in the Board subject to articles 5-3.00 and 5-4.00.

5-18.05

The Board may cancel the engagement of the teacher who uses the leave prescribed in clause 5-18.01 or 5-18.02 for purposes other than those for which he or she obtained it.

5-19.00 PROGRESSIVE RETIREMENT PLAN**5-19.01**

The purpose of the progressive retirement plan is to permit a teacher to reduce his or her time worked for a period of one (1) to 5 years. The teacher's time worked must not be less than 40% of the regular workweek or its equivalent within a school year.

5-19.02

Only the full-time teacher who is a member of one of the pension plans currently in force (CSSP, RREGOP or TPP) may benefit from the plan only once.

5-19.03

For the purposes of this article, the term "agreement" means the agreement mentioned in Appendix XXI.

¹ Read "7 days before his or her departure" if, at the time of the request, the teacher is on a leave prescribed in clause 5-18.01.

5-19.04

To be eligible for the progressive retirement plan, the teacher must verify with the Commission administrative des régimes de retraite et d'assurances (CARRA) that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.

The teacher shall sign the form required by CARRA and shall forward a copy to the Board.

5-19.05

- A) The teacher who wishes to benefit from the progressive retirement plan must forward a written request to the Board usually before April 1 preceding the school year during which the progressive retirement period shall begin.
- B) The request must specify the period during which the teacher intends to benefit from the progressive retirement plan and the time he or she intends to work during each of the years concerned.
- C) The teacher shall also forward to the Board, at the same time as the request, an attestation from CARRA according to which in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.

5-19.06

Approval of the request for the progressive retirement plan shall be the exclusive responsibility of the Board; however, should the request be refused, the Board shall provide, at the teacher's request, the reasons for its refusal.

5-19.07

Subject to clause 5-19.01, the Board may modify, for a year covered by the agreement, the proportion of time worked to take into account the organization of the school or the instruction; in this case, the proportion of time worked shall be that which is closest to the proportion of time worked as prescribed in the agreement or agreed to between the Board and the teacher.

For the duration of the agreement, the Board shall distribute the teacher's workload taking into account the percentage of time worked; the distribution may be weekly, cyclical, monthly or other.

5-19.08

The teacher shall be entitled to a percentage of salary equal to the percentage of the workload that he or she assumes in relation to the full-time teacher's workload.

The same shall apply to the supplements, premiums for regional disparities and special leaves.

5-19.09

The other monetary benefits such as those resulting from insurance plans and parental rights shall be proportional to the salary paid.

5-19.10

The teacher can use the redeemable sick-leave days to his or her credit on December 31, 1973 prescribed in paragraph C) of clause 5-10.40, at a rate of one day per day, to reduce the number of workdays immediately preceding the expiry of the agreement.

5-19.11

During the progressive retirement period, the pensionable salary for the years covered by the agreement for the purpose of the pension plans CSSP, RREGOP and TPP shall be the salary the teacher would have received or, for a period during which he or she received benefits under the salary insurance plan, to which he or she would have been entitled had he or she not benefited from the plan.

5-19.12

The period covered by the agreement shall count as a period of service for the purpose of the pension plans CSSP, RREGOP and TPP.

5-19.13

For the duration of the agreement, the teacher and the Board must pay their share of the contributions to the pension plan on the basis of the applicable salary as if the teacher had not benefited from the progressive retirement plan.

5-19.14

For the duration of the agreement, the teacher shall accumulate seniority and experience as if he or she had not availed himself or herself of the progressive retirement plan.

5-19.15

If the teacher is placed on availability, the placement on availability shall have no effect on the percentage of time worked as prescribed in the agreement subject to the following: the time worked shall continue to apply as if the placement on availability had not taken place, if it does not exceed the percentage of salary determined under clause 5-3.18; if it exceeds that percentage of salary, it shall be automatically brought to that percentage of salary, unless there is an agreement to the contrary between the Board and the teacher concerned.

In the case of a placement on availability, the teacher's contributions to his or her pension plan shall be those prescribed by law for the person placed on availability.

5-19.16

The teacher shall be entitled to all of the benefits of the collective agreement compatible with this article and the agreement.

5-19.17

Should the teacher not be entitled to his or her pension upon the expiry of the agreement or should the latter be interrupted due to circumstances prescribed by regulation, the agreement shall be extended to the date on which the teacher will be entitled to his or her pension even though the period exceeds 5 years.

Any change in the fixed dates for the beginning and end of the agreement must have the prior approval of CARRA.

5-19.18

- A) In the event of the retirement, resignation, breach of contract, dismissal, nonreengagement, death of the teacher or, where applicable, upon expiry of the extension agreed to under clause 5-19.17, the agreement shall terminate on the date on which the event occurs.
- B) The agreement shall also terminate if the teacher is relocated to another employer as a result of the application of the provisions of the collective agreement, unless the new employer agrees to continue the agreement according to the terms and conditions it determines, provided that CARRA so approves.
- C) In the manner and for the purposes specified by regulation:
 - 1) The agreement becomes null if the teacher voluntarily ceases to participate in the progressive retirement plan during the first year of the agreement;
 - 2) the agreement terminates:
 - if the teacher voluntarily ceases to participate in the progressive retirement plan more than one (1) year after the date set for the beginning of the agreement;

- if the teacher and the Board decide jointly to terminate the agreement more than one (1) year after the date set for the beginning of the agreement.
- D) If the agreement becomes null or terminates due to circumstances mentioned previously or prescribed by regulation, the pensionable salary, the credited service and the contributions shall be determined, for each of these circumstances, in the manner prescribed by regulation.

5-19.19

Upon expiry of the agreement, the teacher shall resign automatically and shall be pensioned off.

5-19.20

The Board and the teacher shall sign, where applicable, the agreement stipulating the terms and conditions of the progressive retirement plan.

CHAPTER 6-0.00

REMUNERATION OF TEACHERS

6-1.00 EVALUATION OF SCHOOLING

6-1.01

Within 30 days of the coming into force of the agreement, the Centrale shall accredit a representative to the Ministère. Thereafter and for the entire life of the agreement, a representative of the Centrale must be accredited to the Ministère.

6-1.02

- A) The Minister shall draft rules for applying the Regulation respecting the criteria for the evaluation of schooling as a factor in establishing the qualifications of teaching personnel (R.R.Q., 1981, c. C-60, r. 4) of the Minister for all rules not already explicitly prescribed in the *Manuel d'évaluation de la scolarité* in effect on the date of the coming into force of the agreement.
- B) The Minister shall also draw up proposed amendments to the rules already in existence.
- C) The proposals, including the proposed amendments to the rules already in existence, shall be submitted for consultation to the accredited representative, if any.
- D) Should the accredited representative feel that he or she has recommendations to make, he or she may make them to the Minister within 30 days (excluding the months of July and August) of the receipt of the proposed amendments.
- E) After the time limit specified, the Minister shall decide on rules for applying the Regulation respecting the criteria for the evaluation of schooling as a factor in establishing the qualifications of teaching personnel (R.R.Q., 1981, c. C-60, r. 4) of the Minister. The rules shall become an integral part of the *Manuel d'évaluation de la scolarité* and shall then be recognized as forming part of it as of the date of the coming into force of the agreement. (Appendix V)
- F) The Minister shall provide technical support (consultation and advice) to the Board to facilitate the application of the rules prescribed in the *Manuel d'évaluation de la scolarité*. Among other things, such a service shall ensure the training of the personnel responsible for the file at the Board and shall forward to the Board any amendment to the *Manuel d'évaluation de la scolarité* made by the Minister.

6-1.03

The Board shall decide on the evaluation of every teacher's schooling in complete years according to the *Manuel d'évaluation de la scolarité* in force on the date of the coming into force of this agreement. The decision shall appear on the official attestation of the status of the teacher's schooling which shall be issued by the Board and signed by its representative. The decision shall also apply to the fractions of years of schooling, if any. The Board need not issue a new attestation if, following a new evaluation of a teacher's schooling, the new evaluation does not involve a change in the complete years of his or her schooling. In this case, the Board shall so inform the teacher in writing. A copy of the notice shall also be forwarded to the Union.

However, the Board shall issue an official attestation of schooling to the teacher:

- when the teacher who so requests maintains that the new evaluation of schooling involves a change in the complete years of his or her schooling;
- when a modified rule is added to the *Manuel d'évaluation de la scolarité* and that the rule results in a change in the teacher's schooling.

6-1.04

In order to decide on the evaluation of a teacher's schooling, the Board shall take into account the transcripts of marks, reports, certificates, degrees, diplomas and official documents according to the rules of the *Manuel d'évaluation de la scolarité* on hand concerning the teacher.

The Board shall also decide on the evaluation each time it has on hand, under article 6-3.00, new transcripts of marks, reports, certificates, degrees, diplomas and official documents according to the rules of the *Manuel d'évaluation de la scolarité* concerning the teacher.

The Board may delegate the responsibility for evaluating a teacher's schooling to a qualified body. The Board shall inform the Union of the name of the body in writing.

6-1.05

The Board shall forward to every teacher the official attestation of the status of his or her schooling; a copy shall also be forwarded to the Union.

The Board shall also forward to the teacher every document referred to in clause 6-1.04 which it has on hand concerning him or her and which is not recognized for the purpose of evaluating his or her schooling.

6-1.06

Within 60 days (excluding the months of July and August) after the teacher receives the official attestation of the status of his or her schooling, the teacher may submit a written request for revision to the Revision Committee mentioned in clause 6-1.07. The request for revision may also be submitted by the Union within the same time limits. A copy of the request shall be forwarded to the member designated by the Centrale. The Board shall also be informed of the revision request so that it may forward to the committee any information required under clause 6-1.04.

The Revision Committee shall be considered as validly possessing the requests for revision submitted under the provisions of former collective agreements governing these requests and for which no decision has been rendered.

In the case where the Revision Committee decides to apply in a strict manner the time limit prescribed in this clause contrary to past practice, it must notify the Centrale in writing of its intention.

6-1.07

The Revision Committee shall consist of 3 members, 2 of whom shall be designated as follows:

- one (1) member designated by the Centrale;
- one (1) member designated jointly by the Ministère and the Board.

The 2 designated members shall choose the other member who shall automatically become the chairperson of the Committee.

However, the Centrale must appoint at least one (1) substitute for its designated member. The Ministère and the Board must also jointly appoint at least one substitute for their designated member. The substitutes may be present at the committee meetings, but have no power of decision. Nevertheless, if a designated member does not attend a meeting of the Committee and if his or her substitute is present, the substitute shall become the designated member for the purposes of the meeting.

6-1.08

The Committee shall analyze whether the decision on the official attestation concerning the evaluation of the teacher's schooling conforms to the *Manuel d'évaluation de la scolarité*. In order to do this, it shall take into account the documents listed on the attestation which are kept at the Board in the file on the evaluation of schooling of the teacher concerned. If, during the analysis, the Committee ascertains that a document mentioned in clause 6-1.04 is not mentioned in the attestation, the Committee shall then evaluate it.

6-1.09

The Committee shall be bound by the *Manuel d'évaluation de la scolarité*. It cannot, by its decision, modify, subtract from or add to the rules included in the Manuel.

The Committee may include with its decision a recommendation to the Minister in the case where the request for revision may be the subject of an evaluation of "special qualifications" or a "special decision" concerning an evaluation rule contained in the *Manuel d'évaluation de la scolarité*. The recommendation shall not constitute a decision under clause 6-1.10 and shall not bind the Ministère, the Union, the Board and the teacher, unless the Minister pursues the matter further.

6-1.10

The decision of the Committee shall be final and shall bind the teacher, the Union, the Board and the Minister. It must be forwarded to the teacher concerned, the Union, the Board and the Ministère.

6-1.11

Should the decision of the Committee involve a change in the evaluation of the teacher's full years of schooling, the Board must forward to the teacher, within 60 days of the Committee's decision, a new official attestation of the status of his or her schooling; a copy of the new attestation shall also be forwarded to the Union.

Also, should the decision of the Revision Committee prescribed in clause 6-1.07 of the 2005-2010 collective agreement involve a change in the evaluation of the teacher's schooling, the Board must forward to the teacher, if this has not already been done, a new official attestation of the status of his or her schooling; a copy of the new attestation shall also be forwarded to the Union.

6-1.12

The chairperson of the Committee shall set the time, date and place of the committee meetings and shall so notify the 2 designated members in writing. It shall also be the chairperson's duty to enter the requests for revision on the roll.

6-1.13

The members of the Committee may validly sit in the following cases:

- a) the 2 designated members may sit in the absence of the chairperson and without any notice of meeting;
- b) the 3 members may sit with or without notice of meeting;
- c) the chairperson and one (1) designated member may sit in the absence of the other designated member if the absent member has been convened under clause 6-1.12.

6-1.14

In the cases stipulated in subparagraphs a) and b) of clause 6-1.13, should the 2 designated members of the Committee concur in a decision and sign it, the decision shall constitute that of the Committee.

6-1.15

In the cases stipulated in subparagraph b) or c) of clause 6-1.13, should the 2 designated members of the Committee not concur in a decision, every decision signed by the chairperson and one (1) designated member shall constitute the decision of the Committee. However, the designated member who disagrees may sign as dissident.

6-1.16

The fees and expenses of a designated member of the Committee shall be borne by those who designated him or her. The fees and expenses of the chairperson shall be borne by the Ministère.

6-1.17

The mandate of the Committee and of its members shall be for the life of the agreement. In the event of the resignation, death or inability to act of a member of the Committee, his or her successor shall be designated or chosen in the same manner as the member he or she replaces.

6-1.18

If a member of the Committee has not been designated within 60 days of the coming into force of the agreement or within 30 days of the resignation, death or inability to act of a designated member, the member shall be designated by the chief arbitrator.

If the chairperson of the Committee has not been chosen within 60 days of the coming into force of the agreement or within 60 days of the resignation, death or inability to act of the chairperson, the chairperson shall be appointed by the chief arbitrator.

6-1.19

Subject to the provisions of clauses 6-1.06 to 6-1.11 and to the provisions regarding amendments to the rules of the *Manuel d'évaluation de la scolarité*, nothing in article 6-1.00 must be interpreted as invalidating the official attestation of the status of a teacher's schooling issued by the Minister since August 1971 or since July 1995 by a school board within the meaning of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

6-1.20

The teacher, the Board, the Union, the Centrale, the Management Committee and the Ministère shall expressly renounce any contestation, before an arbitrator, of any decision included in the *Manuel d'évaluation de la scolarité*, any decision of the Minister or a school board within the meaning of clause 6-1.19 on the official attestation, as well as any decision of the Committee. The renunciations concerning any decision of the Minister or the Board on the official attestation shall not have the effect of annulling the provisions of this article regarding a request for revision.

6-1.21

The *Manuel d'évaluation de la scolarité* shall be the one prepared by the Ministère.

6-1.22

- A) If not already done, within 60 days of the date of the coming into force of this agreement, an advisory committee shall be set up and its mandate shall be to study and to make recommendations to the Minister regarding any complaint or suggestion pertaining to an evaluation rule contained in the *Manuel d'évaluation de la scolarité*.
- B) The committee shall consist of the following members:
- one (1) member designated by the Centrale;
 - one (1) member designated by the Ministère;

- one (1) chairperson designated by the 2 aforementioned parties.
- C) A complaint or suggestion shall only be acceptable if it is drawn up by the member designated by the Centrale.
- D) Every unanimous recommendation of the committee dealing with an evaluation rule must involve a corresponding modification to the *Manuel d'évaluation de la scolarité*.
- E) Moreover, the Ministère and the Centrale may appoint a substitute for their designated member. The substitutes may attend the committee meetings but shall not have the right to vote.
- F) Nevertheless, in the case where a designated member is not present at a committee meeting, his or her substitute shall then become the designated member for the purposes of the meeting.
- G) The committee shall establish its own rules of operation.
- H) The fees and expenses of a designated member of the committee shall be borne by those who designated him or her. The fees and expenses of the chairperson shall be borne by the Ministère.

6-1.23

Once the system which allows school boards to decide on the attestation of schooling under articles 6-1.00, 6-2.00 and 6-3.00 of this agreement has been set up, the Ministère, the Board and the Union agree to meet at the written request of the Board or the Union to discuss any problem resulting from the implementation of the new system and, where applicable, to agree on appropriate solutions to the problems raised.

6-2.00 CLASSIFICATION

6-2.01

The evaluation of schooling in complete years as decided under clause 6-1.03 or 6-1.11 shall determine the applicable rate¹, if any, as well as the salary scale attributed to every teacher as follows:

shall be classified in the single salary scale:

- every teacher who has 17 years of schooling or less;
- every teacher who has 18 years of schooling;
- every teacher who has 19 years of schooling or more without a doctorate;
- every teacher who has 19 years of schooling or more with a doctorate.

This clause shall be used for definitive classification. Definitive classification shall be based on the official attestation of the status of the teacher's schooling in complete years.

When a teacher holds an official attestation of schooling issued by the Minister or a school board within the meaning of clause 6-1.19, the official attestation shall be recognized by the Board.

¹ For purposes of applying paragraph B) of clause 6-7.02, the applicable rates are the following: 16 years or less (any teacher who has 16 years of schooling or less), 17 years (any teacher who has 17 years of schooling), 18 years, 19 years (read "19 years or more" as of the 141st working day of the 2005-2006 school year) and 20 years (up to the 140th working day of the 2005-2006 school year).

6-2.02

Every teacher, who has not already done so, must provide the Board with the transcripts of marks, reports, certificates, degrees, diplomas and official documents according to the rules of the *Manuel d'évaluation de la scolarité* necessary for the evaluation of his or her years of schooling. The documents must be certified accurate by the representative of the organization from which they originate. The Board shall acknowledge receipt to the teacher.

6-2.03

For every teacher to whom the Minister or a school board within the meaning of clause 6-1.19 has not issued an official attestation of the status of his or her schooling, the Board shall provisionally establish:

- a) according to the *Manuel d'évaluation de la scolarité* of the Minister, the salary scale in which his or her transcripts of marks, reports, certificates, degrees, diplomas and official documents according to the rules of the *Manuel d'évaluation de la scolarité* would permit him or her to be classified under clause 6-2.01;
- b) according to the Regulation respecting the criteria for evaluation of schooling as a factor in establishing the qualifications of teaching personnel (c.C-60, r. 4) of the Minister, the salary scale in which his or her transcripts of marks, reports, certificates, degrees, diplomas and official documents according to the rules of the *Manuel d'évaluation de la scolarité* would permit him or her to be classified under clause 6-2.01 if these documents cannot be clearly identified with evaluations prescribed in the *Manuel d'évaluation de la scolarité* of the Minister.

The Board alone shall determine a teacher's provisional salary scale, within 30 days¹ of receiving the documents. However, the Board shall not make any monetary claim as a result of a decision to decrease the provisional classification for the period preceding the first day of the month after the date on which the teacher received the notice of change.

Within 10 days of the decision concerning the provisional classification², the Board shall inform the Union of the decision. At the Union's written request, the Board shall forward a copy of the provisional classification file to the Union.

¹ Excluding the month of July as well as the days between December 20 and January 5.

² **PROVISIONAL CLASSIFICATION**

Kativik School Board
Teacher:

Level of studies	Diploma	Years recognised
Secondary	_____	_____
Collegial	_____	_____
University	_____	_____
	_____	_____
	_____	_____
	_____	_____
	Total years recognised	_____

Provisional classification established by the Board (salary scale _____)

Date: _____

Signature: _____

For the Board

6-2.04

If the Union disagrees with the provisional classification of a teacher, as determined by the Board under clause 6-2.03, it shall make comments to the Board which it deems relevant.

The Board shall inform the teacher and the Union whether or not it decides to change the teacher's provisional classification as a result of the Union's comments.

6-2.05

Except in the cases prescribed in article 6-3.00, every definitive classification made under clause 6-2.01 shall have a retroactive effect to the date of entry into service for the school year during which a teacher provided the Board with the documents necessary for the request for the evaluation of his or her years of schooling. For the purposes of this agreement, the definitive classification may have no effect prior to April 1, 2010 (Appendix XV).

The salary readjustment and the payment of retroactivity, if any, following the definitive classification shall be made on the first payday of the month following the date on which the teacher received the official attestation of the status of his or her schooling. However, the Board shall not make any monetary claim as a result of the application of the official attestation of the status of his or her schooling for the period prior to the first day of the month following the date on which the teacher received the official attestation of the status of his or her schooling. (See Appendix XV.)

6-2.06

Every year, before or with the first instalment of the teacher's salary, the Board shall inform the teacher of the classification and salary scale that it recognizes for him or her.

6-3.00 RECLASSIFICATION**6-3.01**

- A) Reclassification of teachers shall take place once a year.
- B) The teacher who wishes to have his or her schooling reevaluated must provide the Board either with the documents specified in the second paragraph of clause 6-1.04 or with a copy of the request for the documents made by the teacher to the institution that is responsible for issuing them.
- C) The Board shall then proceed, if need be, with the reevaluation of the teacher's schooling under clause 6-1.03 within 30 days¹ of the date on which it received the documents required under paragraph B) of this clause.
- D) Where applicable, the salary readjustment following the provisional reclassification shall take effect retroactively to the middle (the 101st day) of the current work year:
 - if, on January 31 of the current school year, this teacher had completed the required studies for a new evaluation of the status of his or her schooling,
 - and
 - if he or she has provided, before April 1 of the current school year, the documents required under paragraph B) of this clause.

6-3.02

At the Union's request, the Board shall, within 30 days¹ of the date on which it received the documents required for the request for reevaluation, forward to the Union a copy of the teacher's reclassification file.

¹ Excluding the month of July as well as the days between December 20 and January 5.

6-3.03

- A) Following a new evaluation of a teacher's schooling as decided in clause 6-1.03 or 6-1.11, the Board shall proceed with the reclassification, if need be, under clause 6-2.01.
- B) A teacher who is reclassified to 17 years shall benefit from an advancement of 2 steps on the single salary scale, without exceeding step 17. A teacher who is reclassified to 16 years or less shall not be entitled to any accelerated advancement in step.
- C) A teacher who is reclassified to 18 years or 19 years shall be granted the step corresponding to his or her experience recognized under article 6-4.00, without exceeding step 17 of the single salary scale, and he or she shall benefit from an advancement of 2 steps per additional year of schooling.
- D) A teacher who is reclassified to 19 years or more of schooling with a doctorate shall be granted the step corresponding to his or her experience recognized under article 6-4.00 of the agreement, without exceeding step 17 of the salary scale and he or she shall benefit from an advancement of 2 steps per additional year of schooling without exceeding 8 steps.
- E) The salary readjustment, if need be, resulting from the reclassification shall be retroactive to the time prescribed for the provisional reclassification as specified in paragraph D) of clause 6-3.01.
- F) Where applicable, retroactivity resulting from a reclassification shall be paid on the first payday of the month after the date on which the teacher received the official attestation of the status of his or her schooling, taking into account the amounts already paid following the provisional reclassification.
- G) If the decision resulting from the evaluation of a teacher's schooling as prescribed in paragraph A) of this clause reverses the provisional reclassification established by the Board, the Board shall not make any monetary claim following the application of the official attestation of the status of his or her schooling, for the period extending from the date at which this provisional reclassification came into force and the first day of the month after the teacher received the official attestation of the status of his or her schooling.

6-4.00 RECOGNITION OF YEARS OF EXPERIENCE**6-4.01**

- A) The Board shall recognize for every teacher that it employs on July 1, 2010 the years of experience and the experience step which it recognized for him or her for the 2009-2010 school year, which shall be readjusted to take into account the 2009-2010 school year by applying article 6-4.00 of the 2005-2010 agreement.
- B) The Board shall evaluate, under clauses 6-4.02 to 6-4.10, the years of experience acquired after the 2009-2010 school year of every teacher that it employs on July 1, 2010 and, where applicable, shall revise his or her step accordingly.
- C) The Board shall evaluate, under clauses 6-4.02 to 6-4.10, all the years of experience of every other teacher engaged as of July 1, 2010.
- D) Notwithstanding the foregoing, any experience acquired in 1982-1983 shall not permit an advancement in step.

6-4.02

A school year during which a teacher taught or performed a pedagogical or educational function on a full-time basis in a Québec teaching institution recognized by the Ministère or in a teaching institution under government authority outside Québec shall be recognized as a year of experience. However, the school year during which a full-time teacher or a teacher under annual contract taught or performed a pedagogical or educational function for a minimum of 90 days only because of circumstances beyond his or her control or because of a parental leave under article 5-13.00 shall be recognized as a year of experience; only the days of leave prescribed in clauses 5-13.05, 5-13.13, 5-13.14, 5-13.18, 5-13.19, 5-13.21, 5-13.22, 5-13.23 as well as those listed in the fourth paragraph of clause 5-13.28 for the duration stipulated therein shall be considered as days when the teacher teaches or performs a pedagogical or educational function.

6-4.03

The teaching time as a part-time teacher, a replacement teacher, a teacher-by-the-lesson or a casual supply teacher in a Québec teaching institution recognized by the Ministère or in a teaching institution under government authority outside Québec shall be recognized and may be accumulated to constitute a year of experience. The number of teaching days required to constitute a year of experience shall be the equivalent of 90 days as a full-time teacher, but the teacher may not begin to accumulate days to make up a new year of experience without having completed 135 days. (Appendix VII)

6-4.04

For the teacher-by-the-lesson and the casual supply teacher, the number of days of experience shall be calculated in the following manner for each school year separately:

a) **For the casual supply teacher:**

every half-day or day of substitution shall be calculated as such;

b) **for the casual supply teacher and teacher-by-the-lesson at the secondary level:**

$$\begin{array}{l} \text{Number of} \\ \text{days} \\ \text{of experience} \end{array} = \frac{\text{Total number of 45- to 60- minute periods}}{4}$$

For periods of more than 60 minutes, calculations are as follows:

$$\begin{array}{l} \text{Number of} \\ \text{days} \\ \text{of experience} \end{array} = \frac{\text{Total number of periods of more than 60 minutes}}{3}$$

c) **for the casual supply teacher and teacher-by-the-lesson at the preschool and elementary levels:**

$$\begin{array}{l} \text{Number of} \\ \text{days} \\ \text{of experience} \end{array} = \frac{\text{Total number of hours}}{4}$$

6-4.05

The practice of a trade or profession related to the function which the teacher is to perform at the Board may, at the time of his or her engagement, be considered as teaching experience according to the following conditions:

- a) the practice was continuous and was the teacher's main occupation;
- b) one year shall consist of 12 consecutive months but all periods of continuous service equal to or greater than 4 months may be accumulated to constitute one (1) or more years;

- c) each of the first 10 years thus spent shall be equivalent to one (1) year of experience but, beyond these first 10 years, every block of 2 years thus spent shall be equivalent to one (1) year of experience.

6-4.06

At the time of his or her engagement, the Board shall recognize, for the teacher hired to teach Inuit culture, a maximum of 5 years of experience calculated in the following manner: as of 18 years of age, every block of 5 years, excluding the years of experience recognized under clause 6-4.02, 6-4.03 or 6-4.05, shall be equivalent to one (1) year of experience.

6-4.07

In no case shall more than one year of experience be recognized for any school year during which a teacher taught or held another pedagogical position nor for any year during which a teacher practised a trade or profession related to the function that he or she is to perform at the Board.

6-4.08

Additional years of experience shall be recognized for each year at the beginning of the work year. The full-time teacher must submit to the Board, before November 1, the documents establishing that he or she has one (1) or more additional years of experience, unless the documents originate from the Board. The salary readjustment resulting from a change in the years of experience shall be retroactive to the beginning of the work year during which the teacher provided the documents establishing the additional year of experience. If the teacher provides the documents establishing the additional year of experience after October 31, he or she shall not be entitled to a salary readjustment for the current school year, unless the responsibility for the delay can be attributed to the institution which provides him or her with the documents.

6-4.09

Each year before or with the first instalment of the teacher's salary, the Board shall inform him or her of the number of years of experience and the step it recognizes for him or her.

6-4.10

If a teacher must leave the service of the Board to carry out activities in the context of Chapter 7-0.00, the Board shall recognize, upon his or her return, the same number of years of experience as he or she would have had had he or she remained in the service of the Board.

6-5.00 SALARY AND SALARY SCALES¹

6-5.01

The teacher shall be entitled to the salary prescribed in clauses 6-5.02 to 6-5.03 according to the scale in which he or she is classified under articles 6-1.00, 6-2.00 and 6-3.00 and according to the experience step recognized under article 6-4.00.

The teacher's annual salary applies to the entire school year including the workdays, paid legal holidays and vacation days.

6-5.02 Increase in rates and salary scale

For the purposes of this chapter, the applicable rates and salary scale, as they appear in clauses 6-5.03, 6-7.02 and 6-7.03, take into account the increases prescribed in paragraphs A) and B) as well as in the 1st paragraph of paragraphs C), D) and E).

The rates and salary scale will be increased, if appropriate, in accordance with the 2nd and 3rd paragraphs of paragraphs C), D) and E) and in accordance with paragraph F).

¹ Subject to the provisions of Appendix XXXII for overscale teachers covered by the letter of agreement established between the government of Quebec and the Centrale on June 18, 2007.

A) As from the 141st workday of the 2009-2010 school year

The rates and salary scale in effect on the 140th workday of the 2009-2010 school year are increased, with effect on the 141st workday of the 2009-2010 school year, by a percentage equal to 0.5%.¹

B) As from the 141st workday of the 2010-2011 school year

The rates and salary scale in effect on the 140th workday of the 2010-2011 school year are increased, with effect on the 141st workday of the 2010-2011 school year, by a percentage equal to 0.75%.

C) As from the 141st workday of the 2011-2012 school year

The rates and salary scale in effect on the 140th workday of the 2011-2012 school year are increased, with effect on the 141st workday of the 2011-2012 school year, by a percentage equal to 1.0%.

The percentage determined in the previous paragraph is increased, with effect on the 141st workday of the 2011-2012 school year, by 1.25 time the difference between the cumulative growth (sum of annual variations) of the nominal² gross domestic product (GDP) of Quebec based on the data from Statistics Canada for the years 2010 and 2011³ and the cumulative growth forecast (sum of annual variations) of the nominal GDP of Quebec for the same years, established at 3.8% for the year 2010 and at 4.5% for the year 2011. However, the increase thus calculated cannot exceed 0.5%.

The increase prescribed in the previous paragraph is made on the teachers'⁴ pay within 60 days following Statistics Canada's data publication for Quebec's nominal GDP for the year 2011.

D) As from the 141st workday of the 2012-2013 school year

The rates and salary scale in effect on the 140th workday of the 2012-2013 school year are increased, with effect on the 141st workday of the 2012-2013 school year, by a percentage equal to 1.75%.

The percentage determined in the previous paragraph is increased, with effect on the 141st workday of the 2012-2013 school year, by 1.25 time the difference between the cumulative growth (sum of annual variations) of Quebec's nominal² GDP based on Statistics Canada's data for the years 2010, 2011 and 2012⁵ and the cumulative growth forecasts (sum of annual variations) for Quebec's nominal GDP for the same years, established at 3.8% for the year 2010, at 4.5% for the year 2011 and 4.4% for the year 2012. However, the increase thus calculated shall not exceed 2.0% minus the increase granted on the 141st workday of the 2011-2012 school year by virtue of the 2nd paragraph of paragraph C) of this clause.

The increase prescribed in the previous paragraph is made on the teachers'⁴ pay within 60 days following Statistics Canada's data publication for Quebec's nominal GDP for the year 2012.

E) As from the 141st workday of the 2013-2014 school year

The rates and salary scale in effect on the 140th workday of the 2013-2014 school year are increased, with effect on the 141st workday of the 2013-2014 school year, by a percentage equal to 2.0%.

¹ The provisions of Appendix XXXII include the increase applicable as of the 141st workday of the 2009-2010 school year for the teachers covered by this appendix.

² Gross domestic product for Quebec, in terms of expenditures, at current prices. Source: Statistics Canada, CANSIM, table 384-0002, serial number CANSIM v687511.

³ Based on Statistics Canada's first estimate available about Quebec's nominal GDP for the year 2011 and, at the same time, its estimate about Quebec's nominal GDP for the years 2009 and 2010.

⁴ In the case of teachers who are no longer employed by the Board, the amounts due are transmitted to their last known address.

⁵ Based on Statistics Canada's first estimate available about Quebec's nominal GDP for the year 2011 and, at the same time, its estimate about Quebec's nominal GDP for the years 2009, 2010 and 2011.

The percentage determined in the previous paragraph is increased, with effect on the 141st workday of the 2013-2014 school year, by 1.25 time the difference between the cumulative growth (sum of annual variations) of Quebec's nominal¹ GDP based on Statistics Canada's data for the years 2010, 2011, 2012 and 2013² and the cumulative growth forecasts (sum of annual variations) for Quebec's nominal GDP for the same years, established at 3.8% for the year 2010, at 4.5% for the year 2011 and 4.4% for the year 2012 and at 4.3% for the year 2013. However, the increase thus calculated shall not exceed 3.5% minus the increase granted on the 141st workday of the 2011-2012 school year by virtue of the 2nd paragraph of paragraph C) of this clause and the increase granted on the 141st workday of the 2012-2013 school year by virtue of the 2nd paragraph of paragraph D) of this clause.

The increase prescribed in the previous paragraph is made on the teachers'³ pay within 60 days following Statistics Canada's data publication for Quebec's nominal GDP for the year 2013.

F) Adjustment on the 140th workday of the 2014-2015 school year

The rates and salary scale in force on the 139th workday of the 2014-2015 school year are increased, with effect on the 140th workday of the 2014-2015 school year, by a percentage equal to the difference between the cumulative variation (sum of annual variations) of the consumer⁴ price index for Quebec based on Statistics Canada's data for the agreement years 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015⁵ and the cumulative value of salary parameters (sum of annual parameters) determined in paragraphs A) to E) of this clause, including the adjustments resulting from the growth of the nominal GDP. However, the increase thus calculated shall not exceed 1.0%.

Where appropriate, the increase prescribed in the previous paragraph and the amounts owed on the 140th workday of the 2014-2015 school year will be paid into the teachers'³ pay within 60 days following Statistics Canada's data publication for the consumer price index of March 2015.

G) Amounts owed to the teacher who is no longer employed by the Board

In regard to the teacher who is no longer employed by the Board upon payment of the amounts related to the increased prescribed in the 1st paragraph of paragraphs C), D) and E) of this clause, the amounts owed are transmitted to them at the last known address, no later than within 15 days of the date of payment made to the teachers still employed by the Board.

In regard to the teacher who is no longer employed by the Board upon payment of the amounts related to the increased prescribed in the 2nd and 3rd paragraphs of paragraphs C), D) and E) and paragraph F) of this clause, the amounts owed are transmitted to them at the last known address, no later than within 15 days⁶ of the date of payment made to the teachers still employed by the Board.

The Board and the Union shall cooperate in order to collate any relevant information regarding the teachers concerned, in particular as regards their last known address.

¹ Gross domestic product for Quebec, in terms of expenditures, at current prices. Source: Statistics Canada, CANSIM, table 384-0002, serial number CANSIM v687511.

² Based on Statistics Canada's first estimate available about Quebec's nominal GDP for the year 2011 and, at the same time, its estimate about Quebec's nominal GDP for the years 2009, 2010, 2011 and 2012.

³ In the case of teachers who are no longer employed by the Board, the amounts owed are transmitted to their last known address.

⁴ Consumer price index for Quebec. Source: Statistics Canada, CANSIM, table 326-0020, serial number CANSIM v41691783.

⁵ For each year of the agreement covered, the annual variation in the consumer price index corresponds to the variation between the mean value for the months from April to March for the year of the agreement concerned and the mean value of the indices for the previous months from April to March.

⁶ Excluding the months of July and August.

6-5.03¹ APPLICABLE ANNUAL SINGLE SALARY SCALE**Single² scale³**

Step⁴	As of the 141st workday of the 2009-2010 school year	As of the 141st workday of the 2010-2011 school year	As of the 141st workday of the 2011-2012 school year	As of the 141st workday of the 2012-2013 school year	As of the 141st workday of the 2013-2014 school year
1	36 654	36 929	37 298	37 951	38 710
2	38 015	38 300	38 683	39 360	40 147
3	39 375	39 670	40 067	40 768	41 583
4	40 957	41 264	41 677	42 406	43 254
5	42 713	43 033	43 463	44 224	45 108
6	44 549	44 883	45 332	46 125	47 048
7	46 458	46 806	47 274	48 101	49 063
8	48 454	48 817	49 305	50 168	51 171
9	50 527	50 906	51 415	52 315	53 361
10	52 697	53 092	53 623	54 561	55 652
11	54 955	55 367	55 921	56 900	58 038
12	57 314	57 744	58 321	59 342	60 529
13	59 772	60 220	60 822	61 886	63 124
14	62 331	62 798	63 426	64 536	65 827
15	65 008	65 496	66 151	67 309	68 655
16	67 797	68 305	68 988	70 195	71 599
17	70 704	71 234	71 946	73 205	74 669

The teacher shall be assigned the step corresponding to his or her experience, increased by:

2 steps in the case of the teacher whose schooling is evaluated at 17 years

4 steps in the case of the teacher whose schooling is evaluated at 18 years

6 steps in the case of the teacher whose schooling is evaluated at 19 years or more without a 3rd cycle doctorate

8 steps in the teacher whose schooling is evaluated at 19 years or more with a 3rd cycle doctorate

¹ In accordance with the agreement concluded between the Management Committee and the Centrale on behalf of the teachers' union that it represents, and signed on March 6, 2007.

² Reference: 6-2.01

³ As defined in clause 1-1.17

⁴ As defined in clause 1-1.18.

6-6.00 ANNUAL SUPPLEMENTS¹**6-6.01**

The teacher who is appointed head teacher in a school, under clause 1-1.37, shall receive the following supplement for his or her additional responsibilities:

- an annual supplement of \$1 390 up to the 141st workday of the 2009-2010 school year;
- an annual supplement of \$1 400 as of the 141st workday of the 2010-2011 school year;
- an annual supplement of \$1 414 as of the 141st workday of the 2011-2012 school year;
- an annual supplement of \$1 439 as of the 141st workday of the 2012-2013 school year;
- an annual supplement of \$1 468 as of the 141st workday of the 2013-2014 school year.

The teacher to whom the Board expressly delegates the responsibility of assisting the principal in his or her work, in a school having only one building at its disposal and no vice-principal, shall also receive this annual supplement for his or her additional responsibilities.

6-6.02

The annual supplements prescribed in this article shall be paid in proportion to the number of months during which the teacher is appointed head teacher in a school.

6-7.00 PART-TIME TEACHER, REPLACEMENT TEACHER, TEACHER-BY-THE-LESSON AND CASUAL SUPPLY TEACHER**6-7.01**

The part-time teacher and the replacement teacher shall be entitled to a percentage of salary equal to the percentage of the workload he or she assumes compared to the workload of a full-time teacher.

The same shall hold true for premiums for regional disparities and special leaves.

6-7.02

- A) For each of the 2009-2010, 2010-2011, 2011-2012, 2012-2013 and 2013-2014 school years, a teacher-by-the-lesson shall be remunerated on the basis of the hourly rates corresponding to his or her recognized schooling.

¹ Clause 6-5.02 shall apply with the necessary changes.

- B) The teacher-by-the-lesson shall be remunerated on the basis of the following established hourly rates:

Periods concerned	Rates	16 years and less	17 years	18 years	19 years or more
As of the 141 st workday of the 2009-2010 school year		\$47.24	\$52.51	\$56.88	\$62.06
As of the 141 st workday of the 2010-2011 school year		\$47.59	\$52.90	\$57.31	\$62.53
As of the 141 st workday of the 2011-2012 school year		\$48.07	\$53.43	\$57.88	\$63.16
As of the 141 st workday of the 2012-2013 school year		\$48.91	\$54.37	\$58.89	\$64.27
As of the 141 st workday of the 2013-2014 school year		\$49.89	\$55.46	\$60.07	\$65.56

- C) These rates shall be for 45 to 60 minutes of teaching and the teacher-by-the-lesson whose periods are of a shorter duration than 45 minutes or of a longer duration than 60 minutes shall be remunerated as follows: for every period less than 45 minutes or greater than 60 minutes, the rate shall be equal to the number of minutes divided by 45 and multiplied by the hourly rate prescribed above for his or her recognized schooling.

Even though these rates are paid only for work carried out, they shall include payment for work carried out and for the same paid legal holidays as those of regular teachers.

- D) The teacher-by-the-lesson shall not be entitled to any of the benefits except for those expressly prescribed in the agreement.
- E) The teacher called upon to give summer courses (outside the work year) in the context of special remedial or makeup courses offered to students at the elementary and secondary levels shall be remunerated on the basis of the rates prescribed for the teacher-by-the-lesson.

6-7.03

A) The casual supply teacher shall be remunerated as follows:

Duration of replacement in a day Periods concerned	60 minutes or less	from 61 to 150 minutes ¹	from 151 and 210 minutes ²	more than 210 minutes ³
As from the 141 st workday of the 2009-2010 school year	\$36.65	\$91.63	\$128.28	\$183.25
As from the 141 st workday of the 2010-2011 school year	\$36.92	\$92.30	\$129.22	\$184.60
As from the 141 st workday of the 2011-2012 school year	\$37.29	\$93.23	\$130.52	\$186.45
As from the 141 st workday of the 2012-2013 school year	\$37.94	\$94.85	\$132.79	\$189.70
As from the 141 st workday of the 2013-2014 school year	\$38.70	\$96.75	\$135.45	\$193.50

B) Notwithstanding the foregoing, the casual supply teacher at the secondary level who is given periods of more than 60 minutes shall be remunerated on the basis of a by the period rate calculated as follows:

Rate prescribed for <u>60 minutes or less</u> 50	X	Number of minutes of the period concerned
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The casual supply teacher shall be remunerated according to the rate prescribed for more than 210 minutes if he or she is given 3 or more periods of more than 60 minutes in the same day.

C) The casual supply teacher shall receive the following minimum amounts:

- as of the 141st workday of the 2009-2010 school year: \$36.65 per day,
- as of the 141st workday of the 2010-2011 school year: \$36.92 per day,
- as of the 141st workday of the 2011-2012 school year: \$37.29 per day,
- as of the 141st workday of the 2012-2013 school year: \$37.94 per day,
- as of the 141st workday of the 2013-2014 school year: \$38.70 per day,

when he or she reports to school to carry out substitution at the request of the Board or the proper authority.

If he or she is substituting at the secondary level, the casual supply teacher shall not be expected to take on more than 5 periods of 45 to 60 minutes per day.

¹ The rates for this duration of replacement are set by multiplying 2.5 the rate prescribed above for 60 minutes or less.

² The rates for this duration of replacement are set by multiplying 3.5 the rate prescribed above for 60 minutes or less.

³ The rates for this duration of replacement are set by multiplying 5 the rate prescribed above for 60 minutes or less.

- D) However, if the full-time¹ teacher is absent for more than 20 consecutive working days, the Board shall pay the casual supply teacher who replaces him or her during the 20 days the salary he or she would receive if he or she were a full-time or part-time teacher, as the case may be. The salary that he or she would receive shall be based on his or her salary scale as established by the Board at the beginning of the year or, where applicable, during the middle (on the 101st day) of the current work year and his or her experience step acquired as of the first workday of the current work year and shall be paid at a rate of 1/200 of the annual salary for each day thus worked. In this case, the salary shall be payable from the first day of substitution and the casual supply teacher must provide, without delay, the documents used to establish his or her salary. Any absence of the casual supply teacher for a total of 3 days or less during the accumulation of these 20 consecutive days of substitution shall not interrupt the accumulation.
- E) No casual supply teacher shall be entitled to any of the benefits except for those expressly prescribed in the agreement and he or she shall not be bound by any obligation other than that of carrying out the task assigned to him or her by the Board.

6-8.00 MISCELLANEOUS PROVISIONS CONCERNING THE PAYMENT OF SALARY

6-8.01

A teacher shall receive his or her annual salary prescribed in article 6-5.00 as well as the supplements prescribed in article 6-6.00 and the premiums for regional disparities prescribed in article 12-2.00, if applicable, in 26 instalments, according to the following terms and conditions:

- a) the teacher shall receive, on every 2nd Thursday of the work year, 1/26 of the annual amounts applicable in salary, supplements and premiums on the first workday of the pay period² concerned;
- b) notwithstanding subparagraph a), the 26th instalment in a work year must be adjusted so that the teacher receives, for the work year, 1/200 of his or her applicable annual salary as well as his or her applicable supplements and premiums, if any, for each day worked.
- c) notwithstanding subparagraph a), the teacher who leaves the service of the Board shall receive, at the time of his or her departure, the balance of salary including the applicable supplements and premiums owing.

This clause shall not allow a teacher to receive an amount to which he or she is not entitled under another provision of the agreement.

6-8.02

The salary, supplements and premiums for regional disparities of the teacher who enters the service of the Board after the beginning of the work year or who leaves the service of the Board before the end of the work year shall be calculated at a rate of 1/200 of the applicable annual salary, as well as the applicable supplements and premiums for regional disparities, if any, for each day thus worked.

6-8.03

The Board shall deduct 1/200 per day (read 1/400 per half-day and read 1/1000 for every 45- to 60-minute period) of the teacher's applicable annual salary, as well as the applicable supplements and premiums for regional disparities, if any, in the following cases:

- a) authorized absences without salary for a duration of less than one work year;
- b) unauthorized absences or absences used for purposes other than those authorized.

¹ This shall also apply to the casual supply teacher who replaces a teacher who holds a replacement contract.

² For payments owing after the end of the work year, the applicable annual amounts are those in effect on the last day of the work year.

6-8.04

Notwithstanding clause 6-8.01, the teacher whose first workday does not correspond to the first day of a regular pay period shall only receive his or her first pay during the second regular pay period following his or her first workday.

6-9.00 TERMS AND CONDITIONS FOR PAYMENT OF SALARY**6-9.01**

The sums mentioned in clause 6-8.01 shall be paid by cheque sent to a place designated by the teacher every 2nd Thursday after the beginning of the work year.

Except for the summer vacation period, if a Thursday is not a working day, the cheque shall be remitted to the teacher on the last working day preceding that Thursday. However, if during the summer vacation period, a Thursday is a paid legal holiday, the cheque shall be remitted to the teacher on the day preceding the paid legal holiday.

The cheque shall be sent in a separate envelope to the teacher either by the Board or the competent authority of the school, as the case may be. However, with the teacher's written consent, the payment may be made by credit transfer in accordance with the policy in force at the Board.

Unless there is an agreement to the contrary between the teacher and the Board, the latter shall, during the summer vacation period, remit to the teacher his or her cheque either by credit transfer, in accordance with the Board's policy in this respect, or by mail to the address supplied by the teacher.

6-9.02

The cheque stub thus remitted must indicate the various sources of remuneration and the various sums retained. It must be sent or given to the teacher.

6-9.03

When the Board has given a teacher more money than that to which he or she is entitled, without the teacher being at fault, the Board shall agree with the teacher on the terms and conditions of reimbursement.

Failing an agreement, the Board sets the reimbursement terms and conditions. These terms and conditions must make sure that the deduction never exceeds 15% of the gross salary per pay until the amount overpaid has been reimbursed.

Nevertheless, in the case of the definite departure of a teacher, the Board shall have the right to deduct the total amount from the amounts owing to the teacher.

6-9.04

When, following an agreement with a teacher, the Board incurs an expense on behalf of the teacher, the sums thus paid by the Board shall be reimbursed by the teacher to the Board according to the terms and conditions agreed to on the form provided in Appendix VI.

6-9.05

The amounts payable as severance pay¹, redeemable sick-leave days, the amount determined under clause 5-10.30, excess teaching periods, substitute teaching periods and, where applicable, compensation for exceeding the maximum number of students per group shall be paid within 30 days of their due date.

¹ Pursuant to clause 5-3.13

CHAPTER 7-0.00 PROFESSIONAL IMPROVEMENT SYSTEM**7-1.00 ORGANIZATION OF THE PROFESSIONAL IMPROVEMENT SYSTEM****7-1.01**

The professional improvement system is designed to meet the needs of the milieu.

7-1.02

- A) For the purposes of applying this chapter, the Board shall have available \$240 per full-time teacher or full-time equivalent covered by the agreement for each school year as of the 2006-2007 school year.
- B) The total annual amount must include all professional improvement expenses paid under the 2000-2003 collective agreement as well as under this agreement
- C) The amounts available for one year and not used or committed shall be added to the amounts available for the following school year. The same shall apply to the amounts available for professional improvement under the provisions of the 2000-2003 collective agreement and not used or committed on June 30, 2006.

7-1.03

The board committee prescribed in Chapter 4-0.00 shall also set up a professional improvement committee. Failure to set up the committee shall not impede the organization of professional improvement.

7-1.04

If, under the professional improvement system, a teacher must leave the service of the Board, the latter shall recognize for him or her upon his or her return the same number of years of experience, years of service and seniority as if he or she had remained in the employ of the Board.

7-1.05

The Board shall have the right to require that each teacher participate in the professional improvement system if the professional improvement or retraining, as the case may be, is carried out within the teacher's regular workday, if the students are not present at school on that day or if the professional improvement or retraining exempts him or her, at that time, from his or her teaching duties.

7-1.06

The Board may decide, with the consent of the union(s) concerned, to join with one or several boards for the purposes of administering the professional improvement system prescribed in this chapter. In this case, the total annual amount available shall equal the total sum of the annual amounts prescribed for each of the boards. The amounts used need not then respect the percentage share of each participating board.

7-2.00 REMOTE REGIONS (PROTOCOL)**7-2.01**

In order to facilitate the professional improvement of the teachers in the Board, the Minister shall provide the sum of \$21 500 for each school year, as of the 1998-1999 school year.

The amounts available for one year and not used or committed shall be added to the amounts available for the following school year.

CHAPTER 8-0.00 THE TEACHER'S WORKLOAD AND ITS ORGANIZATION**8-1.00 GENERAL PRINCIPLES****8-1.01**

The conditions for exercising the profession of teaching must be such that the student may benefit from the quality of education which he or she is entitled to expect and that the Board and the teachers have the obligation to provide to him or her.

8-1.02

The teacher is responsible for choosing the appropriate approach for the preparation and presentation of his or her courses within the guidelines of the authorized programs.

8-2.00 GENERAL DUTIES**8-2.01**

The teacher shall provide learning and educational activities to students and shall participate in the development of student life in the school.

In this context, the teacher's characteristic responsibilities shall be:

- 1) to prepare and present courses within the guidelines of the authorized programs;
- 2) to collaborate with the other professionals of the school in order to take the appropriate measures to meet the individual needs of students;
- 3) to organize and supervise student activities;
- 4) to organize and supervise training periods in a working milieu and in the Inuit milieu;
- 5) to assume the responsibilities of "encadrement" for a group of students;
- 6) to evaluate the performance and progress of students for whom he or she is responsible and to report on them to the school administration and to parents according to the system in effect; the system shall be a subject submitted to the participating body of teachers determined in Chapter 4-0.00;
- 7) to supervise the students for whom he or she is responsible as well as other students when they are in his or her presence;
- 8) to monitor the late arrivals and the absences of his or her students and to report them to the school administration according to the system in effect; the system shall be a subject submitted to the participating body of teachers determined in Chapter 4-0.00;
- 9) to participate in meetings relating to his or her work;
- 10) to perform other duties which may normally be assigned to teaching personnel.

8-3.00 WORK YEAR**8-3.01 School Calendar**

The teacher's work year shall normally consist of 200 workdays between the beginning and the end of the school year.

8-3.02

The date of each of the teacher's workdays shall be determined by the Board after consultation with the Education Committees and the board committee on the establishment of the school calendar.

The schedule of the workdays may vary from one school to another or from one teacher to another.

8-3.03

At the request of the Union before April 1, the Board shall grant a Friday and a Monday of the same weekend during the same school year as holidays on all school calendars for the following school year. In this case, the dates shall be provided by the Union.

8-3.04

The Board shall, in establishing its school calendars, guarantee 8 consecutive weeks for the purposes of annual vacation during the months of May, June, July, August or September.

8-3.05

When the Board organizes summer sessions for teachers who must take teacher-training courses, it shall consult the board committee with regard to the scheduling and duration of the sessions.

8-4.00 REGULAR WORKWEEK

8-4.01

The teacher's regular workweek shall comprise 5 days from Monday to Friday¹ and includes 32 hours of work at school. However, regarding the 27 working hours prescribed in subparagraph 1) of paragraph A) of clause 8-4.02, the Board or the school administration may assign the teacher to a place of work other than the school.

Furthermore, at the teacher's request, regarding the 5 hours prescribed in subparagraph 2) of paragraph A) of clause 8-4.02, the Board or the school administration may assign a teacher to a place of work other than the school.

8-4.02

A) The hours of the regular workweek include:

- 1) 27 hours of work at the assigned place for each teacher by the Board or the school administration;
- 2) - 5 hours for carrying out work of a personal nature described in the general duties listed in clause 8-2.01;
- the time required for the first 9 group meetings and for the first 4 meetings with parents; in the case where this time results in extending the regular workweek, paragraph E) of this clause shall apply;

For the purposes of calculating the hours spent doing the work of a personal nature, the time required for the first 9 group meetings and for the first 4 meetings with parents is considered work of a personal nature.

B) The 27 hours prescribed in subparagraph 1) of paragraph A) shall not include the time required for the first 9 group meetings nor the time required for the first 4 meetings with parents.

C) Unless there is an agreement to the contrary between the Board and the Union, these 27 hours shall fall at times determined by the Board or the school administration for each teacher.

¹ Though the regular workweek is 5 days from Monday to Friday, the Board and the Union may agree to a different arrangement to take into account specific situations in the context of courses involving extended internships.

- D) These 27 hours may be changed according to the following terms and conditions:
- 1) if a change of an occasional nature is involved, the prior notice must be sufficient to allow the teacher to be present at the required time;
 - 2) if a change of a permanent nature is involved, the teacher must have been consulted and, failing agreement on the time of the change, prior notice must be of at least 5 days.
- E) Should the regular workweek be extended due to the first 9 group meetings or the first 4 meetings with parents, this extension shall be compensated by an equivalent reduction, on other weeks or other days, of the time prescribed for doing work of a personal nature as described in subparagraph 2) of paragraph A). It shall be up to the teacher to determine the times for such reductions in the manner prescribed in subparagraph 2) of paragraph F), as if a change of an occasional nature were involved.
- F) 1) It is up to the teacher to determine what work he or she shall accomplish during the hours prescribed in subparagraph 2) of paragraph A), whether it is to be work of a personal nature as described in the general duties listed in clause 8-2.01 along with the times for doing this work, or times not yet determined by the Board or the school administration for the 27 hours of work, for the first 9 group meetings and the first 4 meetings with parents.
- 2) The following terms and conditions apply with respect to determining the times prescribed for doing the work of a personal nature described in subparagraph 2) of paragraph A), though these terms and conditions may be subject to a different agreement between the Board and the Union:
 - i) the teacher shall inform the school administration regarding the appropriate times determined for doing the work of a personal nature as soon as possible at the beginning of the work year;
 - ii) thereafter, this determination shall be changed by the teacher to account for any possible determination by the school administration regarding the times for doing the 27 hours of work and the times for holding the first 9 group meetings and the first 4 meetings with parents;
 - iii) in the case where the teacher wishes, during the year, to make a change of an occasional or permanent nature to the times determined for doing the work of a personal nature described in subparagraph 2) of paragraph A), he or she shall proceed as follows:

if a change of an occasional nature is involved, he or she must give prior notice to the school administration at least 24 hours in advance;

if a change of a permanent nature is involved, he or she must give prior notice to the school administration at least 5 days in advance;

this prior notice must mention the reason for the change.
 - 3) The work of a personal nature described in subparagraph 2) of paragraph A) shall fall within the daily span of 8 hours.

Notwithstanding the preceding paragraph and clauses 8-4.03 and 8-4.04, upon agreement between the teacher and the school administration, this work of a personal nature may be done outside the 35-hour weekly schedule or the daily span of 8 hours.

Should the teacher so determine, this work of a personal nature may also be done outside the 35-hour weekly schedule or the daily span of 8 hours, on the following conditions:

- i) a maximum of 4 hours per week may thus be determined outside the 35 hour weekly schedule or the daily span of 8 hours;

- ii) this work shall be done during the 30-minute period immediately preceding the start or immediately following the end of the 8-hour daily span, or during any part of the meal period prescribed in clause 8-6.01 exceeding 50 minutes;
- iii) the times thus determined for doing the work during the meal period cannot exceed 2 hours per week.

8-4.03

- A) Unless there is an agreement to the contrary between the Board and the Union, and subject to paragraph B), the 32 hours of the regular workweek shall fall within a 35-hour weekly schedule which shall also be determined, for each teacher, by the Board or the school administration.
- B) The 35-hour schedule shall not include the period prescribed for the teacher's meal nor the time required for the first 9 group meetings nor for the first 4 meetings with parents.
- C) The 35-hour schedule must fall within a daily span of not more than 8 hours, the 8 hours shall include the same exceptions as the 35 hours.

8-4.04

The Board shall determine, after the consultation prescribed in clause 4-4.06, the beginning and end of the teacher's workday.

8-4.05

For the purposes of this chapter, the following definitions shall apply:

- A) Support (encadrement)

Intervention with a student or a group of students to promote the student's personal and social development and to encourage him or her to assume his or her responsibilities as regards his or her own education.

- B) Remediation

Intervention by the teacher with a student or a group of students to prevent problems or an academic retardation and to offer special support services to students experiencing problems or academic retardation.

- C) Supervision of Arrival and Dismissal of Students

Supervision of a group of students ensured by the teacher, who is responsible for the group, upon their arrival and dismissal from classes. The supervision shall not be included in the workload.

8-4.06

- A) The workload shall be 23 hours per week for the full-time teacher at the preschool and elementary levels and 20 hours per week for the full-time teacher at the secondary level.
- B) The workload shall include the following professional activities expressly assigned by the Board or the school administration: the presentation of courses and lessons, remediation, developmental and cognitive learning activities (preschool), student activities, support (encadrement) and supervision other than the supervision of arrival and dismissal from classes and the movement of students.
- C) When the organization of the school or the instruction so requires, the workload may vary in duration, from one week to another, provided that the weekly average does not exceed, on an annual basis, 23 or 20 hours, as the case may be.

Nonetheless, the Board and the Union may agree on a different arrangement provided that the weekly average does not exceed, on an annual basis, 23 or 20 hours, as the case may be.

- D) If, for special reasons, the Board assigns the teacher a workload which is greater than that prescribed in paragraph A) of this clause, he or she shall be entitled to a monetary compensation equal to 1/1000 of the annual salary for each period of 45 to 60 minutes. For every period less than 45 minutes or greater than 60 minutes, the compensation shall be equal to the number of minutes divided by 45 and multiplied by 1/1000 of the annual salary.

8-4.07

- A) Unless there is an agreement to the contrary between the Board and the Union, the average time to be devoted to the presentation of courses and lessons as well as to the student activities within the students' timetable shall not exceed:
- 1) 20 hours and 30 minutes for all full-time teachers at the elementary level;
 - 2) 17 hours and 5 minutes for all full-time teachers at the secondary level.
- B) The average time shall be established on October 15 by dividing the total number of hours devoted to these activities for each of the full-time teachers at the level concerned by the total number of full-time teachers at that level; if the average teaching time for a given level exceeds the average teaching time specified in the preceding paragraph A), a compensation established in the following manner shall be added by the Board to the professional improvement budget for the following school year:

the difference between the actual average time and the average time prescribed, divided by the average time prescribed, multiplied by the number of full-time teachers at that level, multiplied by the average salary of those teachers, divided by 200 and multiplied by the number of days during which the excess existed.

In the event of an agreement between the Board and the Union under clause 8-4.06, the average time established on October 15 shall be readjusted proportionally.

- C) For the purposes of the 2 preceding paragraphs A) and B), a full-time teacher shall be a regular teacher with the exception of a teacher on availability, a department head and a teacher who has obtained, under the agreement, a full-time leave of absence or a part-time leave of absence for the whole year.
- D) Unless there is an agreement to the contrary between the Board and the Union, at least 60 percent of the workload must be devoted to the presentation of courses and lessons as well as to the student activities within the students' timetable. The percentage shall be 50 percent for department heads.

8-4.08

If the instruction dispensed to students covers a cycle other than a 5-day cycle, the number of hours mentioned in this article shall be modified proportionately.

8-5.00 IMPLEMENTATION OF NEW PROGRAMS (PROTOCOL)

8-5.01

Before implementing a new program or before experimenting with a pilot project and throughout the entire process, where applicable, the Board shall:

- a) consult the board committee;
- b) appoint a person responsible for the program or the pilot project;
- c) provide the teachers and students concerned with learning materials and textbooks in sufficient quantity;
- d) ensure that the teachers receive the necessary training;
- e) define, after consulting with the board committee, the guidelines for the implementation and evaluation process.

8-5.02

Every year, the Board shall provide teachers with a qualitative evaluation of the implementation or experimentation process.

The Board shall take into account, as much as possible, the information provided by the teachers to carry out the necessary changes to the programs.

8-6.00 SPECIAL CONDITIONS**8-6.01 Meal Period**

Unless there is an agreement to the contrary between the Board and the Union, the teacher at the preschool and elementary levels shall be entitled to a period of at least 75 minutes for his or her meal. The teacher at the secondary level shall benefit, in his or her case, from a period of at least 50 minutes.

8-6.02 Secretariat

In a school where the principal has secretarial staff at his or her disposal, the teacher may make use of the staff to have work done which is directly related to his or her teaching, such as: reproducing documents, preparing stencils, typing and sending letters to parents. For this purpose, he or she shall approach the principal and indicate the work he or she would like to have done and the principal shall assign the work to his or her secretarial staff according to the availability of the staff.

8-6.03 Substitution

A) In case of a teacher's absence, replacement shall be assumed either by a teacher on availability in the locality or by a teacher in the locality assigned in whole or in part to substitution.

Failing this, the Board shall call upon:

- 1) a casual supply teacher registered on a list maintained by the Board for this purpose for the locality;
- 2) the teachers of the school who have reached the maximum of their workload and who wish to do so on a voluntary basis;
- 3) if none of the foregoing is available, the other teachers of the school according to the following emergency system:

to deal with these emergency situations, the principal, after consulting the advisory committee of the school, shall establish an emergency system among the teachers of his or her school in order to ensure the smooth operation of the school. He or she shall assure each teacher in his or her school that he or she shall be treated equitably by the distribution of substitution within the emergency system.

Except for the teacher assigned partially to substitution, the teacher shall be free to undertake the substitution within the emergency system as of the 3rd consecutive day of absence of a teacher.

B) For the purposes of subparagraphs 2) and 3) of the preceding paragraph A), the remuneration prescribed for substitution for each period of 45 to 60 minutes shall be equal to 1/1000 of the annual salary. For each period less than 45 minutes or greater than 60 minutes, the compensation shall be equal to the number of minutes divided by 45 and multiplied by 1/1000 of the annual salary.

8-6.04 School File

The teacher shall have access to the student's school file held at the school, subject to the respect for persons and for the code of ethics of the specialists who insert documents therein.

The school file contains all the logged data of an administrative and educational nature and related to student admission, school results and classification.

8-6.05 Group Meetings and Meetings with Parents

The Board, the school principal or the centre director may convene the teachers for any group meeting held during the teachers' work year taking the following provisions into consideration:

- a) The teacher shall be required to attend these group meetings within the regular workweek. However, he or she shall never be required to attend group meetings on Saturdays, Sundays or holidays.
- b) Outside the regular workweek the teacher may not be required to attend during the work year more than:
 - 1) 9 group meetings of teachers convened by the Board, the school principal or the centre director. These meetings must be held immediately after the dismissal of all the students from the school. For the purposes of applying this subparagraph, every meeting of a particular group of teachers such as those of the same grade level, cycle, level, discipline or school shall be considered as a group meeting of teachers;
 - 2) 4 meetings to meet parents. The meetings shall normally be held in the evening. However, the school principal or the centre director may agree with the teachers on other meetings to meet parents without taking into account the schedule of the teachers' workweek. In such a case, the teacher shall be compensated by a reduction of his or her regular workweek which shall equal the duration of the meeting. The compensation in time shall be taken at a time agreed upon by the school principal and the teacher.

8-6.06 Premises

The Board shall endeavour to put at the teachers' disposal premises where the teachers will be able to carry out work related to their duties.

8-6.07 Supervision of the Arrival and Dismissal of Students and Movement of Students

The teacher shall effectively ensure the supervision of the arrival and dismissal of students as well as of the movement of students upon their arrival and dismissal from classes, at recess and between periods.

8-7.00 DEPARTMENT HEAD (SECONDARY LEVEL ONLY)

8-7.01

If the Board decides to appoint teachers to the position of department head, they shall be under the responsibility of the school principal and their appointment shall be valid only insofar as this article is adhered to in its entirety.

8-7.02

The position of department head shall comprise two aspects, namely his or her function as a teacher and his or her actual function as department head.

8-7.03

As regards his or her actual function as department head, the department head must carry out the following duties and responsibilities:

- 1) to assume the coordination and animation tasks related to teaching and/or to student activities;

- 2) to act as coordinator and animator for the teachers in his or her department and to encourage them to develop and jointly define, in keeping with the policies and the programs in effect, the content, the teaching methods and techniques as well as the measurement and evaluation methods which are likely to promote student learning; and/or to take the necessary steps to stimulate the participation of the teachers in his or her department in the organization, supervision and animation of student activities;
- 3) in particular, to assist the teacher on probation in his or her department and participate in his or her evaluation;
- 4) at the request of his or her superior, to collaborate in the determination of the needs in teaching and consumable materials for his or her department and in the control of their use;
- 5) to counsel and advise his or her superior on the pedagogical activity.

8-7.04

Each department head must be released from a portion of his or her workload under the terms and conditions agreed on between the teacher and the school principal in order to allow him or her to better fulfil his or her function as department head. The release time must be devoted exclusively to his or her function as department head. It shall be the Board's responsibility to determine the portion for each department head, it being specified that the partial release time may not exceed 40% of the workload of a full-time teacher at the secondary level.

8-7.05

The appointment of a teacher as department head shall terminate automatically and without notice on June 30.

8-8.00 DISTRIBUTION OF THE TEACHERS IN THE SCHOOLS

8-8.01

Each year the teaching load required for the total student enrolment of the Board shall be divided among all the teachers working for the Board. The total number of teachers to be distributed in the schools shall be determined by the Board, taking into consideration the number of teachers allowed by the Ministère.

8-8.02

The rules respecting the distribution of teachers in the schools shall be established, where applicable, according to the provisions agreed to in writing between the Board and the Union.

Any written agreement to this effect between the Board and the Union shall be considered as part of the agreement and shall be subject to the provisions of Chapter 9-0.00.

8-8.03

If the rules respecting the distribution of teachers are established by the Board and the Union under clause 8-8.02 and these rules stipulate a maximum number of students per group, the teacher whose group exceeds the maximum indicated shall be entitled to a monetary compensation calculated according to the formula prescribed in Appendix XIV under the stated conditions.

8-9.00 DISTRIBUTION OF DUTIES AND RESPONSIBILITIES AMONG THE TEACHERS OF A SCHOOL

8-9.01

The school principal or vice-principal must consult the school council on the general rules for distributing the functions and responsibilities of the teachers of a school, including, among others, supervision, student activities, "encadrement" of students, remedial courses, etc.

To this effect, article 4-4.00 shall apply.

8-9.02

A teacher who is dissatisfied with his or her assigned workload may, within 5 days of the assignment, lodge a written complaint with the school principal. If the teacher feels that the response of the school principal is inadequate or unsatisfactory or if he or she does not receive a response within 5 days of lodging the complaint, the teacher may then lodge a written complaint concerning his or her assignment with the Education Committee.

8-10.00 PROVISIONS RELATIVE TO AT-RISK STUDENTS AND STUDENTS WITH HANDICAPS, SOCIAL MALADJUSTMENTS OR LEARNING DIFFICULTIES**Section I General Provisions****8-10.01 Prevention and Fast Intervention**

- A) Prevention and fast intervention, as of preschool level, concern all responders and are essential to ensure school success.

In this perspective, the parties recognize the importance of detecting the students with handicaps, social maladjustments or learning difficulties as early as possible in their school pathway.

- B) In this context, the school administration provides the teacher, within 10 working days of the stated request, with the information regarding students with handicaps, social maladjustments or learning difficulties. This is carried out in particular by giving access to the specific assistance file for the students concerned. This information is transmitted provided it is available and in the interest of the student, subject to respect for persons and the rules of professional conduct of the professionals who place documents therein.
- C) Furthermore, the parties recognize that the teacher is the first responder with the students and for this reason, that he or she must note and share with the other responders the information or observations regarding the students, in particular those relative to the interventions that he or she performed.

8-10.02 Organization of Services

- A) Integration

For the purposes of applying this article, the following definitions shall apply:

- 1) total integration: total integration means the process by which a student with handicaps, social maladjustments or learning difficulties is integrated in an ordinary group the whole time of his presence in the school;
- 2) partial integration: partial integration means the process by which a student participates for part of his or her time of presence in the school in learning activities of a group of students with handicaps, social maladjustments or learning difficulties, and is for the other part of his or her time integrated in an ordinary group.

- B) The Board's policy

In consultation with the committee referred to in clause 8-10.04, the Board shall adopt a policy related to the organization of educational services for students with handicaps, social maladjustments or learning difficulties.

- C) Drawing up of the policy

- a) The following characteristics shall be considered when drawing up this policy. They will determine the principles and directives of the policy:
 - Inuktitut is the native language of a large majority of students and it is also the language of instruction during the first years of school. The evaluation and diagnostic tools as well as remedial work in Inuktitut are therefore of the utmost importance;

- the evaluation tools must be culturally relevant and must take into account the Board's linguistic policy. To the extent possible, the Board shall gather the evaluation teams who will include Inuit professionals;
- the Board recognizes the importance of services in second language for students whose language of instruction is French or English.

b) The drawn up policy must include in particular:

- the process leading to the evaluation of students with handicaps, social maladjustments or learning difficulties;
- the terms and conditions of integration and support services for integration;
- the role and responsibilities of responders in the process leading to support services for integration;
- the terms and conditions for the placement of these students in specialized classes or groups when the Board creates such classes or such groups;
- the terms and conditions for developing, evaluating and reviewing individualized intervention plans along with their implementation schedule.

D) Services approach

The services to the targeted students are part of an approach whose main characteristics are:

- 1) preventive and fast intervention measures;
- 2) an organization of education services that serves the students and takes into account their needs and abilities;
- 3) the support services that can be provided must be within the available resources as determined by the Board.

E) Support services

- 1) Determining the support services that can be required by the teacher and by the students is not dependent on a Board's recognition of these students as students with handicaps, social maladjustments or learning difficulties.
- 2) The support services for integration are interrelated and non-mutually exclusive, and their goal is to support both the student and the teacher.

F) Special classes and individualized paths for learning classes

Special classes and individualized paths for learning classes are organizational models for teaching designed to correspond to the particular needs of certain students and to ensure their educational success. When it deems it appropriate, the Board shall set up such classes.

G) At-risk students

The at-risk students are not included in the wording "students with handicaps, social maladjustments or learning difficulties". The meaning of the expression "at-risk student" appears in Appendix XXXIV.

H) Students with handicaps, social maladjustments or learning difficulties

For the purposes of applying this agreement, we mean by "students with handicaps, social maladjustments or learning difficulties" the students recognized as such by the Board. The definitions of the students with handicaps, social maladjustments or learning difficulties appear as an indication in Appendix XXXIV.

- l) Intervention plan
 - 1) An intervention plan must be established for any student with handicaps, social maladjustments or learning difficulties. The teacher must take part in establishing the intervention plan.
 - 2) The intervention plan is a consultative and reference tool for all responders.

8-10.03 Responsibility of the Board and Integration or Grouping in Special Classes

- A) It is up to the Board to recognize or not a student with handicaps, social maladjustments or learning difficulties.
- B) The students with handicaps, social maladjustments or learning difficulties can be subject to a total or partial integration or be grouped in special classes. It is within the competence of the Board to create such groups when it deems it appropriate or necessary.

Section II An Organization of Services Based on the Parties' Involvement

8-10.04 Joint Advisory Committee at the Board for Students with Handicaps, Social Maladjustments or Learning Difficulties

- A) For the duration of the agreement, the Board and the Union shall set up a joint advisory committee¹ for the students with handicaps, social maladjustments or learning difficulties.

The goal of this committee is to implement the means necessary to promote the progression and quality of interventions with students with handicaps, social maladjustments or learning difficulties in compliance with the Inuit culture and language. It also aims at the mutual understanding of the constraints which responders must compromise with.

The committee meets at least 3 times per school year and it consists of 4 representatives for the Board and 2 teachers, 1 professional and 1 support employee working at the Board with students with handicaps, social maladjustments or learning difficulties. The teacher representatives at the committee prescribed in this clause are appointed by the Union no later than October 1. The first of these meetings must take place at a date agreed between the parties, but not prior to November 1st. As decided by the Board, these meetings may be video-conferenced. Any other functioning rule shall be decided by the committee.

- B) For the purposes of the committee's work, the Board shall provide the documents necessary for the consultation as expeditiously as possible before the meeting is held.
- C) Mandate of the joint advisory committee

The Board shall consult the committee on the following topics:

- 1) during the planning period for the following school year, the allocation of resources available dedicated to students with handicaps, social maladjustments or learning difficulties between the Board and the schools;
- 2) the development and review of the Board's policy relative to the organization of the education services to students with handicaps, social maladjustments or learning difficulties;
- 3) the integration terms and conditions and the support services as well as the terms and conditions for grouping in special classes;
- 4) the implementation of the Board's policy, in particular on the models for organizing services;
- 5) the forms prescribed in the policy.

¹ The parties agree that implementation of the committee shall not be delayed due to delays related to the negotiations for the collective agreements P4 and S9. If applicable, the other 2 members from the professional and support groups will be invited to take part in the activities of the joint committee, despite the absence of specific agreement in this respect, under the terms and conditions contained in this clause.

- D) When required, the committee can make recommendations on either of the topics listed in paragraph C) of this clause; the recommendations must have been adopted by a majority.
- E) When the Board does not adopt a majority recommendation made by the committee, it must indicate in writing the reasons thereof to the committee members.

8-10.05 Permanent Local Committee

When a teacher detects in his or her class a student, who, in his or her opinion, presents specific persistent difficulties, he or she shall report it to the school administration while indicating the problem(s) encountered by the student and the various intervention measures implemented by the teacher in order to ask for support services or so that the case is reviewed by the committee prescribed in this clause. The teacher must then fill the form prescribed in the policy.

When necessary, the school administration calls a meeting of the permanent local committee as expeditiously as possible following a request submitted by the teacher.

This committee normally includes¹:

- a member or a representative of the school administration;
- the teacher responsible for the referred student (non-permanent member);
- the special education Inuk teacher;
- the teacher training counsellor;
- the student counsellor;
- any other member of the school personnel upon invitation by the school administration.

The student's parents or tutors participate in the case study and in the support measures; however, the absence of these parents or tutors shall not prevent the committee from functioning.

Committee's mandate:

- a) study each case;
- b) when deemed appropriate by the committee, make recommendations to the teacher with a view to resolving the problems identified prior to performing any evaluations;
- c) discuss, if applicable, with professionals from the Board or with another resource determined by the Board, about the measures to be taken to help the student who has been subject to an evaluation;
- d) recommend that a student receive special education services;
- e) help the school administration or the teacher to establish an individualized intervention plan.

The Board and the Union may agree on an internal mechanism for settling amicably the difficulties which may arise at the permanent local committee. At any time and even in the absence of such a mechanism, the decision must be taken at the school without any delay.

Section III Process (protocol - 10-2.03)

8-10.06

The steps for the evaluation and identification process which may lead to support measures are as follows:

1. report and request for help to the school administration by the teacher;

¹ The fact that one of the listed positions does not exist in the school concerned shall not result in preventing said committee from being formed or operated.

2. the school administration calls a meeting of the permanent local committee within 15 working days following the request, barring uncontrollable circumstances;
3. the committee submits its recommendations to the teacher and, if applicable, it has the student evaluated.
4. the Board provide support services to the student and to the teacher concerned, in accordance with clause 8-10.07, following an evaluation identifying an issue included in the definitions described in Appendix XXXIV;
5. the committee helps the school administration and the teacher to establish an individualized intervention Plan;
6. in case the committee has agreed not to have the student evaluated, as prescribed in step 3, and the teacher perceives persisting difficulties with the student despite implementation of the recommendations submitted by the committee, it may submit a new request for help by starting all over again at step 1.

In case a teacher believes that an individualized intervention Plan must be updated, he or she must follow the same steps.

This clause will remain in protocol mode until June 30, 2014, after which this clause will be subject to the procedures prescribed in chapter 9-0.00 of the agreement.

Section IV Support Services

8-10.07

The support services to students and teachers will be offered based on the terms and conditions prescribed in the Board's policy.

CHAPTER 9-0.00**SETTLEMENT OF GRIEVANCES AND ARBITRATION****9-1.00 PROCEDURE FOR SETTLING GRIEVANCES****9-1.01**

Every teacher, accompanied or not by the union delegate of his or her school may, if he or she so desires, try to solve his or her problem with the competent authority before the notice of grievance. If necessary, the union delegate shall be released from his or her teaching duties for the time required to meet with the competent authority.

9-1.02

In order to settle, as quickly as possible, every grievance which may arise during the life of this agreement, the Board and the Union shall agree to comply with the procedure prescribed in this article.

9-1.03

The Union shall notify the Board and the senior registrar about the emergence of a grievance, by using the registrar's electronic¹ form. The notice of grievance must state, without prejudice, the facts which gave rise to the grievance and, for information purposes, the articles or clauses involved and the required corrective measure.

The notice of grievance must be sent within 120 days of the event which gave rise to the grievance.

A copy of the notice of grievance along with the receipt indicating that the registrar has received the electronic form shall be sent as expeditiously as possible to the Board, to the Union, to the Centrale, to the Fédération and to the Ministry.

9-1.04

The parties agree to meet at least 3 times per year to try to settle grievances. These meetings shall take place in Montreal or any other place agreed to by the parties.

The plaintiff may attend the discussion regarding his or her complaint, if he or she so wishes.

9-1.05

The date of the receipt recording the mailing of the documents sent by registered mail or certified mail shall constitute evidence in its own right for calculating the time limits prescribed in articles 9-1.00 and 9-2.00.

9-1.06

No teacher shall be subjected to intimidation, reprisals or discrimination because he or she is involved in a grievance.

9-2.00 ARBITRATION**9-2.01**

Any grievance may be referred to arbitration by the Union according to the procedure prescribed in this article.

¹ In case of a computer problem preventing the use of the form, the Union can notify the Board and the chief registrar that a grievance has arisen, in writing, by registered mail, hand delivery, fax or by bailiff. In this case, the date for the receipt indicating the use of one of those means constitutes a proof at face value used to calculate the time frames prescribed in this article.

9-2.02

The Union wishing to submit a grievance to arbitration must, within 60 days of the expiry of the notice of grievance prescribed in clause 9-1.03, give a written notice to this effect to the Board and to the chief arbitrator¹ whose name appears in clause 9-2.03. The notice must contain a copy of the grievance and must be forwarded by registered or certified mail, delivered by hand or served by bailiff.

9-2.03

A) For the duration of this agreement, every grievance submitted to arbitration shall be decided upon by an arbitrator chosen from among the following persons:

1) Jean-Guy Ménard, chief arbitrator

Beaulieu, Francine;	Gagnon, Denis;
Bhérier, Jacques;	Gauvin, Jean;
Blouin, Rodrigue;	Ladouceur, André;
Brault, Serge;	Lalande, Serge;
Charlebois, Paul;	Morency, Jean-M.;
Choquette, Robert;	Morin, Fernand;
Doyon, Louise;	Morin, Marcel;
Faucher, Nathalie	Nadeau, Denis;
Ferland, Gilles;	Poulin, Marc;
Flynn, Maureen;	Ross, Claudette;
Fortier, Diane;	Roy, Jean-Guy;
Fortier, François G.;	Tousignant, Lyse;
Frumkin, Harvey;	Tremblay, Denis.

Moreover, the Centrale, the Fédération and the Ministère shall appoint the following persons to act as arbitrators, until March 30, 2010:

Doré, Jacques;
L'Heureux, Joëlle;
Thellend, Paul-Emile.

2) Any other person appointed by the Centrale, the Fédération and the Ministère to act as an arbitrator.

3) The arbitrator shall proceed with the hearing assisted by 2 assessors if, at the time of or within 15 days of entering the grievance on the monthly arbitration role, the representative of the Centrale so requests or if the representative of the Fédération and the representative of the Ministère request it jointly.

B) The parties declare themselves in favour of arbitration before a single arbitrator including, in particular, the accelerated arbitration procedure of a "small claims" nature. (Appendix XXVI)

C) Unless the hearing has already begun, every grievance submitted to arbitration under former agreements shall be referred to an arbitrator or an arbitrator assisted by assessors under this article.

D) Every arbitrator appointed under this clause shall be deemed competent to act as arbitrator who shall decide in conformity with the provisions of the 1983-1985, 1986-1988, 1989-1995, 1995-1998, 2000-2003 and 2005-2010 collective agreements on any legal grievance arising from these provisions; the foregoing shall not remove from the jurisdiction of other arbitrators or chairmen of an arbitration tribunal any grievance referred to them by the first chairman or by the chief arbitrator before the date of the coming into force of the agreement.

¹ Address of the chief arbitrator:

Grefte des tribunaux d'arbitrage
du secteur de l'éducation
Édifice Lomer-Gouin
575, rue Saint-Amable, bureau 2.02
Québec (Québec) G1R 5Y8
Fax: (418) 646-6848

The chief arbitrator appointed under this clause shall be deemed competent to act as first chairman or chief arbitrator for the grievances submitted under the preceding paragraph.

- E) Any grievance which legally arose before the expiry of the 2005-2010 agreement and which was submitted to arbitration after the expiry of the 2005-2010 agreement shall be held as validly submitted to arbitration. To this end, the Board and the Ministère shall renounce raising the objection of nonarbitrability on the grounds of the nonexistence of working conditions after the expiry of the 2005-2010 agreement.

9-2.04

In the case of an arbitration hearing with assessors, one assessor shall be designated by the Centrale and another shall be designated jointly by the Fédération and the Ministère.

Every assessor thus appointed shall be deemed competent to sit, whatever his or her past or current activities, interests in the litigation or functions in the Union, the Board or elsewhere.

9-2.05

As of his or her appointment, the chief arbitrator, before acting, shall take an oath or shall pledge on his or her honour before a Superior Court Judge to carry out his or her duties in conformity with the law, the provisions of the agreement and according to equity and good conscience.

Upon his or her appointment, each arbitrator shall take an oath or shall pledge on his or her honour, before the chief arbitrator, for the life of this agreement, to render his or her decisions in conformity with the law and the provisions of the agreement and according to equity and good conscience. Thereafter, at the beginning of each arbitration, the arbitrator shall receive the oaths or pledge on their honour from the assessors to carry out their duties in conformity with the law and the provisions of the agreement and according to equity and good conscience.

9-2.06

After recording the notice of arbitration mentioned in clause 9-2.02, the records office shall, without delay, acknowledge receipt to the Union and inform it of the file number assigned to each grievance received.

A copy of the acknowledgment, of the notice of grievance and of the notice of arbitration shall be sent without delay to the Board, the Centrale, the Fédération and the Ministère.

9-2.07

The chief arbitrator or, in his 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 and the Ministère;
- b) appoint an arbitrator from the list mentioned in clause 9-2.03;
- c) set the time, date and place of the first hearing;
- d) indicate, for each grievance, whether the arbitration is assigned to a single arbitrator or to an arbitrator assisted by an assessor or assessors under clause 9-2.03 or to an arbitrator appointed according to the accelerated procedure described in Appendix XXVI.

The records office shall notify the arbitrators, the assessors, if any, the parties concerned, the Centrale, the Fédération and the Ministère.

9-2.08

The Centrale and the Board shall inform the records office of the name of an assessor of their choice for each arbitration with assessors appearing on the monthly roll within 15 days of entering the case on the arbitration roll.

9-2.09

Subsequently, the arbitrator shall set the time, date and place of the subsequent hearings, where applicable, and shall so inform the records office; the records office shall notify the assessors, where applicable, the parties concerned, the Centrale, the Fédération and the Ministère. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors.

9-2.10

An arbitrator or an assessor shall be replaced according to the procedure established for the original appointment.

9-2.11

If an assessor is not designated in accordance with the original appointment procedure or if an assessor is not replaced before the date set for the hearing, the arbitrator shall appoint him or her on the day of the hearing.

9-2.12

The arbitrator shall proceed with diligence in the investigation of the grievance according to the procedure and evidence that he or she deems appropriate.

9-2.13

At any time before the first deliberation meeting, the Centrale, the Fédération and the Ministère may individually or collectively intervene and assert any claim that they deem appropriate or pertinent.

However, if one of the above parties wishes to intervene, it shall inform the other parties of its intention and of the subject of its intervention.

9-2.14

The hearings shall be public. The arbitrator may, however, on his or her own initiative or at the request of one of the parties, order the session to be held in camera.

9-2.15

The arbitrator may deliberate in the absence of an assessor provided he or she has notified him or her under clause 9-2.09 at least 7 days in advance.

9-2.16

Except in the case of the production of written notes where the Board and the Union may agree to extend the time limit, the arbitrator must render his or her decision within 45 days following the end of the hearing. However, the decision shall not be null for the sole reason that it was rendered after the expiry of the time limits.

The chief arbitrator may not assign a grievance to an arbitrator who has not rendered a decision within the time limit allotted as long as the decision has not been rendered.

9-2.17

- A) The arbitration decision shall state the reasons therefore and shall be rendered in writing. It shall be signed by the arbitrator.
- B) Any assessor may make a separate report which shall be included with the decision.
- C) The arbitrator shall file the signed original copy of the decision at the records office and, at the same time, shall forward a copy to the 2 assessors.

- D) The records office, under the responsibility of the arbitrator or the chief arbitrator, shall forward a copy of the decision and the separate report, where applicable, to the parties concerned, the Centrale, the Fédération and the Ministère and shall file, for and on behalf of the arbitrator, 2 certified copies at the records office of the labour commissioner-general's office.

9-2.18

At any time, before his or her final decision, an arbitrator may render any interim or interlocutory decision that he or she deems just and useful.

The arbitration decision shall be final, executory and shall bind the parties.

When an arbitration decision grants a time limit in which to fulfil an obligation, the time limit shall begin as of the date on which the decision was sent by the records office unless the arbitrator decides otherwise and so indicates in his or her decision.

9-2.19

The arbitrator may not, by his or her decision regarding a grievance, modify, subtract from, or add to the clauses of this agreement.

9-2.20

The arbitrator, eventually called upon to decide whether or not a grievance is well-founded, shall have the authority to uphold it or to reject it in whole or in part and to determine the compensation that he or she deems equitable for the loss suffered by the teacher because of the Board's error in interpreting or applying the agreement.

This clause shall not apply in cases of dismissal or in cases of nonreengagement for reasons other than the surplus of personnel.

In particular instances, this clause shall apply to the grievance due to a nonreengagement because of surplus of personnel of a full-time teacher who is legally qualified provided that the procedure prescribed in article 5-8.00 has been followed in its entirety by the teacher and that the only reason given by the Board supporting the nonreengagement is the surplus of personnel. In the case of this latter grievance, the second paragraph of clause 5-8.08 shall not apply.

9-2.21

The chief arbitrator shall choose the chief records clerk.

The chief records clerk shall assign the hearing-clerks to the various hearings.

9-2.22

- A) The expenses and fees of the arbitrator shall be borne by the losing party. However, the expenses and fees shall be borne by the Ministry in the case of a grievance contesting a dismissal under article 5-7.00 or, as of February 12, 2007, a nonreengagement under article 5-8.00 for the following reasons: incompetence, negligence in the performance of his or her duties, insubordination, misconduct, immoral behaviour.

When a grievance is partially upheld, the arbitrator shall determine the share of the cost each party must pay.

- B) Paragraph A) shall only apply as of the 2006-2007 school year; for any period prior to this school year, paragraphs A), B) and C) of the 2000-2003 agreement shall continue to apply.

Notwithstanding the preceding paragraph, paragraphs A), B) and C) of clause 9-2.22 of the 2000-2003 agreement shall continue to apply with regard to grievances submitted before February 1, 2006. Regarding these grievances, the Board and the Union agree to work together in order to process, as priorities, all grievances submitted before February 1, 2006.

- C) The indemnity to be reimbursed as cancellation fees, where applicable, is assumed by the party that withdraws its grievance or by the party that maintains it.

In case of settlement, whatever the number of grievances involved and whatever the nature of the settlement of these grievances, the indemnity to be reimbursed as cancellation fees along with the expenses and fees for the arbitrator, where applicable, shall be assumed in equal parts between the parties or according to the terms and conditions of the settlement. Upon request by either party, the arbitrator who takes note of the settlement may determine a different distribution.

The Board or the Union which sends a hearing postponement request within a period of less than 30 days before a hearing date shall pay to the arbitrator an amount of \$400. In the case of a joint postponement request, this amount is shared equally between the parties.

The indemnity to be reimbursed as cancellation fees for the situations prescribed in the previous paragraphs applies only when the hearing cancellation request is submitted to the arbitrator in less than 30 days before the hearing date. This time frame can be different after an agreement between the national parties concerned.

- D) The expenses of the records office shall be borne by the Ministère.
- E) The hearing and deliberation sessions shall be held in rooms provided without charge.
- F) As of February 12, 2007, when a grievance concerns a teacher assigned in one of the localities in Nunavik, the hearing shall take place in Kuujuaq or Kuujjuaraapik, depending on which is closer to the place of assignment, or in any other location determined by the Union and the Board.

However, for a teacher assigned to Kuujuaq or Kuujjuaraapik, the hearing shall take place in a location in the territory of Nunavik determined jointly by the parties.

However, the hearing shall take place in Montreal, if the fact that an arbitrator is not available causes a delay of 60 days or more in entering the grievance on the arbitration roll.

- G) Preparatory conference

Upon request by either party no later than 15 days before the hearing, the lawyers assigned to any grievance file or the assigned arbitrator shall attend a preparatory conference call.

This purpose of the preparatory conference is:

- to improve the arbitration process, to better use the availability time invested therein and to speed up the conduct of hearings;
- to allow the parties to declare, if not already done, the legal means they intend to use and the preliminary arguments that they want to plead;
- to outline the dispute and identify the issues to be discussed in the course of the hearing;
- to ensure the exchange of documentary evidence;
- to plan the presentation of evidence to be produced in the course of the hearing;
- to study the admissibility of certain facts;
- to analyze any other question which could simplify or speed up the hearings.

9-2.23

The assessors shall be remunerated and reimbursed for their expenses by those whom they represent.

9-2.24

If one party requires the services of an official stenographer, the fees and expenses shall be the responsibility of the party which requested them.

If the official stenographer's notes are transcribed, a copy shall be forwarded free of charge by the stenographer to the arbitrator before the beginning of the deliberations.

9-2.25

The arbitrator shall convey or otherwise serve any order or document issued by him or her or by the parties involved. At the request of one of the parties, the arbitrator may summon a witness in accordance with the Labour Code.

CHAPTER 10-0.00 GENERAL PROVISIONS**10-1.00 NULLITY OF A STIPULATION****10-1.01**

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

10-2.00 INTERPRETATION OF TEXTS**10-2.01**

The French text shall constitute the official text of the agreement.

10-2.02 (Protocol)

The Ministère and the Board on the one hand and the Centrale on the other hand shall agree on an English translation of the agreement.

The Ministère and the Board agree to provide, within 6 months of the signing of the agreement, a translation of the agreement in Inuttitut.

10-2.03

All of the clauses of the agreement which are marked "Protocol" are included in the text of the agreement for information purposes.

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

10-2.04

- A) The appendices, with the exception of Appendices VII, XIX, XX and XXXIV shall form an integral part of the agreement.
- B) In the event of a grievance concerning Appendix V, arbitration shall take place under Chapter 9-0.00 except that the arbitrator and assessors are members of the Revision Committee prescribed in clause 6-1.07; the chairman shall act as arbitrator.

10-2.05

Unless the context indicates otherwise, each time the agreement refers to a committee at the provincial level and a similar committee is prescribed in the agreement between the Centrale and the Comité patronal de négociation pour les commissions scolaires pour francophones (E-1 2010-2015) or one of its appendices, the text of the agreement must be interpreted as a reference to the committee concerned prescribed in the agreement (E-1 2010-2015) without having to create a new committee for that purpose.

10-2.06

For the purpose of drafting the agreement, the parties have agreed to use the masculine and feminine genders in all designations of persons. To this end, the parties have established the rules found in Appendix XVII. (Rules apply to the French text only.)

The application of these rules shall not have the effect of modifying the rights and benefits that would have applied if the text had been written in the masculine gender and, unless the context indicates otherwise, may not have the effect of granting different rights or benefits to men or women.

10-3.00 COMING INTO FORCE OF THE AGREEMENT**10-3.01**

In accordance with the Act respecting the conditions of employment in the public sector (S.Q., 2005, Chapter 43), the 2010-2015 collective agreement shall come into force at the time of its signing.

10-3.02

The agreement shall expire on March 31, 2015.

However, the working conditions prescribed in the agreement shall continue to apply until the signing of a new collective agreement.

10-4.00 REPRISALS, DISCRIMINATION AND EQUAL OPPORTUNITY**10-4.01**

No board representative, union delegate or representative shall be subjected to any sort of reprisal or discrimination during or following the carrying out of his or her duties.

10-4.02

The Board and the Union shall recognize for every teacher the right to exercise in complete equality the rights and freedoms affirmed in the Charter of Human Rights and Freedoms (R.S.Q., c. C-12).

The Board shall expressly agree to respect, in its actions, attitudes and decisions, the exercise by every teacher in complete equality of human rights and freedoms, without distinction, exclusion or preference which could lead to discrimination as defined in the charter mentioned in the preceding paragraph.

Notwithstanding this clause, the Board shall be allowed to adopt programs such as hiring, training, professional improvement, promotion programs and others 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.

10-4.03

No reprisal, threat or constraint shall be made against a teacher as a result of the exercise of a right recognized under the agreement or the law.

10-4.04

This article shall apply to teachers-by-the-lesson and casual supply teachers.

10-5.00 INTERDICTION

Strikes and lockouts shall be forbidden to every person as of the coming into force of the agreement and for as long as the right to strike and lock out is not acquired in accordance with the Labour Code.

10-6.00 PRINTING (PROTOCOL)**10-6.01**

The text of the agreement shall be printed at the expense of the Management Committee. The Union shall be entitled to 650 French copies, 650 English copies and 325 Inuttitut copies and shall ensure their distribution to the teachers.

10-7.00 AMENDMENTS TO THE AGREEMENT**10-7.01**

The Management Committee on the one hand and the Centrale (CSQ) on the other hand must meet at either party's request to discuss any question relating to the teachers' working conditions. Any solution accepted in writing by the Management Committee on the one hand and the Centrale on the other hand may have the effect of subtracting from or modifying any of the provisions of the agreement or of adding one or several provisions. However, any solution thus accepted shall apply only with the written consent of the Board and the Union.

10-7.02

The provisions of this article must not be interpreted as constituting a revision of the agreement which could lead to a dispute as defined in the Labour Code.

10-8.00 TECHNOLOGICAL CHANGES**10-8.01**

The use of a computer by a teacher as part of his or her teaching duties shall be a subject submitted to the board committee prescribed in Chapter 4-0.00.

10-8.02

The use of a computer by a teacher in carrying out tasks related to his or her general duties shall be a subject submitted to the board committee prescribed in Chapter 4-0.00.

10-9.00 PSYCHOLOGICAL HARASSMENT IN THE WORKPLACE**10-9.01**

All teachers are entitled to work in an environment that is free of psychological harassment, as prescribed in the Labour Standards Act (R.S.Q., Chapter N-1.1).

10-9.02

The Board shall use all reasonable means to prevent harassment and to stop any such conduct brought to its attention.

10-9.03

A teacher who claims he or she is being harassed may refer to the Board to try to find a solution to his or her allegations.

The process and mechanisms prescribed in the Board's policy shall be applied in order to follow up on these allegations. During a meeting with the employer, under this clause, a union representative may accompany the teacher, if the latter so wishes.

10-9.04

The names of persons involved and the circumstances relating to the meeting prescribed in clause 10-9.03 and to the resulting grievance must be treated in a confidential manner.

10-9.05

Any grievance regarding psychological harassment in the workplace shall be submitted to the Board by the plaintiff or the Union with the consent of the plaintiff according to the procedure prescribed in Chapter 9-0.00.

10-9.06

This article shall also apply to casual supply teachers and teachers-by-the-lesson.

10-9.07

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

10-10.00 TEACHER ASSISTANCE PROGRAM**10-10.01**

If the Board decides to implement a teacher assistance program, it shall consult the participating body of teachers at the Board level as prescribed in Chapter 4-0.00.

10-10.02

A teacher assistance program shall include, notably, voluntary participation as well as mechanisms guaranteeing confidentiality to its eventual users.

10-11.00 HYGIENE, HEALTH AND OCCUPATIONAL SAFETY**10-11.01**

The Board and the Union shall cooperate to maintain working conditions which take into account the health, safety and physical well-being of the teacher; to this end, the Board shall consult the participating body of teachers at the Board level prescribed in Chapter 4-0.00.

10-11.02

The teacher must:

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

10-11.03

Insofar as it is prescribed by law and the regulations applicable to it, the Board must take the necessary measures to protect the health and ensure the safety and well-being of the teacher; it must, in particular:

- a) ensure that the establishments under its authority are equipped and laid out in such a way as to ensure the protection of the teacher;
- b) ensure that the organization of the work and the methods and techniques used to carry out the work are safe and do not endanger the health of the teacher;
- c) provide suitable lighting, ventilation and heating;
- d) provide safety material and ensure that it is kept in good condition;
- e) allow the teacher to undergo medical examinations required by law and the regulations applicable to the Board.

10-11.04

When it becomes necessary by virtue of the law and the regulations applicable to the Board to place individual or group safety means at the disposal of the teacher to meet his or her specific needs, this must not reduce in any way the efforts required by the Board, the Union and the teachers to eliminate at the source dangers to their health, safety and well-being.

10-11.05

When a teacher exercises the right of refusal prescribed in the Act respecting occupational health and safety, he or she must notify his or her immediate superior or an authorized representative of the Board immediately.

As soon as he or she is notified, the immediate superior or, where applicable, the authorized representative of the Board shall convene the union representative if he or she is available or, in the case of an emergency, the union delegate of the school concerned; the purpose of the summons is to assess the situation and the corrective measures which the immediate superior or the authorized representative of the Board intends to take.

For the purpose of attending the meeting following the summons, the union representative or, where applicable, the union delegate may, after informing the principal, temporarily interrupt his or her work without loss of salary, supplements or premiums for regional disparities.

10-11.06

The right of the teacher mentioned in clause 10-11.05 shall be exercised subject to the relevant provisions of the law and the regulations concerning occupational health and safety applicable to the Board and subject to the stated terms and conditions, where applicable.

10-11.07

The Board may not impose a dismissal, a nonreengagement, a transfer or a disciplinary or discriminatory measure due to the fact that the teacher exercised, in good faith, the right prescribed in clause 10-11.05.

10-11.08

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

10-12.00 1989-1995 AGREEMENT AND 2000-2003 AGREEMENT**10-12.01**

The expression "1989-1995 agreement" means the 1989-1991 agreement and its extensions up to June 30, 1995.

10-12.02

The expression "2000-2003 agreement" means the 2000-2003 agreement and its extensions up to June 30, 2003.

10-13.00 RETROACTIVE SALARY**10-13.01**

This article applies to the full-time or part-time teacher, to the replacement teacher or teacher-by-the-lesson, to the casual supply teacher and to the hourly paid teacher.

10-13.02

The term "salary" used in this article includes according to what is applicable in the present case, the salary itself, namely the salary scale prescribed in clause 6-5.03 or the rates indicated in clauses 6-7.02, 6-7.03 and 11-2.02 or paragraph 1 of Appendix XXXII for the 2010-2015 agreement as well as, if applicable, any amount due under the agreement, namely:

- the benefits and allowances paid by the Board under articles 5-10.00 and 5-13.00;
- the annual supplement prescribed in article 6-6.00;
- the salary to be paid for the excess periods paid under paragraph D) of clause 8-4.06 and under paragraph F) of clause 11-8.03;
- the premiums for regional disparities prescribed in clause 12-2.01.

Section 1 Determination of Amounts Due as Retroactive Salary**10-13.03 For the period included between the 141st working day of the 2009-2010 school year and the effective date of the agreement**

The teacher is entitled, as part of the retroactive salary, given the duration of his or her services, to an amount of money equal to the difference, if positive, between

- the salary that she or he should have received for the period included between the 141st working day of the 2009-2010 school year and the effective date of the agreement;

AND

- the salary which she or he was entitled to for this same period.

Section 2 Payment of Amounts Due as Retroactive Salary

- A) Amounts owed to the teacher still employed by the Board on the effective date of the agreement

10-13.04 Amounts Due as a Result of the Application of Clause 10-13.03

The amounts due for this period are payable within 60 days of the effective date of the agreement.

- B) Amounts owing as a result of the application of clause 10-13.03 to the teacher who is no longer employed by the Board on the effective date of the agreement

Transmission of the relevant information**10-13.05**

Within 60 days of the effective date of the agreement, the Board transmits to the Union the list of teachers whose date of departure is subsequent to the 140th working day of the 2009-2010 school year while indicating therein the last known address.

10-13.06

The Board and the Union shall collaborate in order to collect all relevant information concerning the teachers involved, in particular their last known address.

10-13.07

The amounts owing as a result of the application of clause 10-13.03 to the teacher who is no longer employed by the Board on the effective date of the agreement, are transmitted to them at the last known address no later than 15 days¹ of the date of the payment made to the teachers still employed by the Board.

Section 3 Various provisions**10-13.08 Payability by Dependents**

The amounts owing to a teacher under this article are due and payable, where applicable, by his or her dependents.

10-13.09

Any error in the final payment of any amount owing as part of the retroactive salary must be corrected as soon as possible.

Any overpaid amount can be recovered by the Board in accordance with article 6-9.00 in so far as this article provides for it.

Otherwise, the following provisions shall apply:

- a) in the case of a teacher who left the Board, the Board can recover any overpaid amount according to the applicable laws;
- b) in the case of a teacher still employed by the Board, the Board agrees with him or her and the Union on the reimbursement terms and conditions prior to claiming the overpaid amounts. Failing an agreement, the Board shall set the reimbursement terms and conditions and these terms and conditions must make sure that the deduction never exceeds 10% of the gross salary per paycheck.

¹ Excluding the months of July and August.

CHAPTER 11-0.00 ADULT EDUCATION**11-1.00 DEFINITIONS AND PRELIMINARY PROVISIONS****DEFINITIONS****11-1.01**

Chapter 1-0.00 shall apply with the exception of the following definitions: 1-1.07, 1-1.08, 1-1.21, 1-1.22, 1-1.23, 1-1.24, 1-1.25, 1-1.26, 1-1.37 and 1-1.40; and with the addition of the following definition:

Adult Education Specialty

One of the specialties defined as such by the Board after consultation with the Union.

Preliminary Provisions**11-1.02**

Whenever a provision of this chapter refers to another which is not included, this latter provision shall apply subject to clause 2-1.05 and to the other provisions of this chapter with the necessary changes.

11-1.03

Unless otherwise stipulated, for the purpose of applying this chapter, whenever a clause or an article of this chapter refers to a clause or an article in which the term "school" is mentioned, the latter shall be replaced by "adult education centre".

11-2.00 HOURLY PAID TEACHERS**11-2.01**

Only the articles, clauses and appendices in which they are specifically referred to as well as the following articles and appendices shall apply to hourly paid teachers hired directly by the Board to teach adults within the framework of adult education courses:

- articles 3-1.00 to 3-3.00;
- article 3-7.00;
- article 5-12.00;
- articles 10-1.00, 10-2.00, 10-4.00, 10-5.00 and 10-12.00;
- article 10-3.00;
- articles 11-1.00 and 11-2.00;
- Appendix I.

11-2.02

- A) The hourly paid teacher shall be remunerated on the basis of the following established hourly rates:

PERIODS CONCERNED	HOURLY RATE
As of the 141 st workday of the 2009-2010 school year	\$47.24
As of the 141 st workday of the 2010-2011 school year	\$47.59
As of the 141 st workday of the 2011-2012 school year	\$48.07
As of the 141 st workday of the 2012-2013 school year	\$48.91
As of the 141 st workday of the 2013-2014 school year	\$49.89

- B) These rates are for 50 to 60 minutes of teaching and the hourly paid teacher whose periods are less than 50 minutes or more than 60 minutes shall be remunerated as follows: any period less than 50 minutes or more than 60 minutes shall be equal to the number of minutes divided by 50 and multiplied by the hourly rate prescribed above.
- C) Even though these rates shall be paid only when work has been performed, they include payment for the work performed and for the same paid holidays as those of regular teachers.
- D) Clause 6-5.02 shall apply.

11-2.03

The Board shall assume the following expenses incurred by every adult education teacher recruited in Québec from more than 50 kilometres from the locality where he or she is required to perform his or her duties, in as much as it is situated in one of the sectors described in clause 12-1.02:

- a) the transportation expenses of the transferred teacher from his or her point of departure within the meaning of clause 12-1.01 to his or her place of assignment only once by return trip at the beginning and end of his or her period of engagement; these expenses shall be payable provided that the teacher is not reimbursed for these expenses under another plan, such as the federal mobility assistance program to look for employment, and paragraphs B), C) and D) of clause 12-3.03 shall apply by making the necessary changes;
- b) lodging in the place of assignment for the teacher during his or her period of engagement.

This clause shall not apply to the teacher who obtains similar benefits under a contract of engagement with the Board or another employer in the public or parapublic sector.

11-2.04

The hourly paid adult education teacher shall be entitled to the procedure for settling grievances with regard to the articles and clauses mentioned in this article.

11-3.00 ADULT EDUCATION TEACHERS ENGAGED ON A CONTRACTUAL BASIS**11-3.01**

For the purposes of this article, a teacher shall be engaged to teach in the adult education sector on a contractual basis when his or her teaching time is predetermined at 240 hours or more on a semestrial basis.

11-3.02

For the purposes of articles 11-4.00 to 11-13.00, the term "teacher" designates the teacher hired on a contractual basis mentioned in clause 11-3.01.

11-4.00 FIELD OF APPLICATION AND RECOGNITION**11-4.01**

Clause 2-1.02, subparagraph 3) of clause 2-1.03 as well as clauses 2-1.04 and 2-1.05 shall apply with the necessary changes.

11-5.00 UNION PREROGATIVES**11-5.01**

Articles 3-1.00, 3-2.00, 3-3.00, 3-4.00 and 3-7.00 shall apply.

Articles 3-5.00 and 3-6.00 shall apply; however, in the case of an absence, union leave or any other leave of a teacher, the absence, union leave or leave may be refused if the Board cannot find an adequate replacement without incurring additional expenses.

11-6.00 METHODS, SUBJECTS AND MEANS OF PARTICIPATION OF THE TEACHERS**11-6.01 Setting up of an Adult Education Advisory Committee**

The adult education advisory committee shall be a parity committee composed of 2 representatives of the Union and 2 representatives of the adult education department of the Board.

11-6.02

The teachers chosen as members of the adult education advisory committee must be teachers employed in the adult education department of the Board.

11-6.03

At its first meeting, the committee shall determine its rules of operation.

11-6.04

The Board must consult the adult education advisory committee before making any decisions on the following matters:

- a) the development and implementation of Board policies on housing and on the transportation of teachers and their personal effects;
- b) the terms and conditions of the implementation of new programs and pedagogical methods;
- c) the organization and content of inter-school pedagogical days;
- d) the occupational health and safety measures;
- e) any other relevant subject following mutual consent.

11-6.05

The obligation to consult the adult education advisory committee shall only begin as of the date on which the names of the teacher representatives on the committee have been forwarded to the adult education department of the Board in writing.

11-7.00 CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS**11-7.01**

Clauses 5-1.01, 5-1.15 to 5-1.19 shall apply.

11-7.02

The engagement of the teacher shall be made by contract and according to the contract found in Appendix III-e).

The contract of engagement shall terminate automatically and without notice on the date stipulated therein or on the date of the occurrence of the event specified therein, whichever occurs first, provided it occurs after 240 hours of teaching.

11-7.03

Clause 5-4.04 shall apply.

11-7.04

Articles 5-5.00 and 5-6.00 shall apply.

11-7.05

Article 5-7.00 shall apply except for the last paragraph of clause 5-7.13, which is replaced by the following: "The arbitrator may annul the Board's decision if the procedure prescribed was not followed or if the reasons for dismissal are not well-founded or do not constitute sufficient cause for dismissal and determine, if need be, the amount of the compensation to which he or she is entitled. The compensation cannot exceed the remuneration that the teacher would have received under a contract of engagement which was cancelled".

11-7.06

Article 5-9.00 shall apply with the exception of the second paragraph of clause 5-9.01 and clause 5-9.11.

11-7.07

Article 5-10.00¹ shall apply for the duration of the teacher's contract by making the necessary changes to clause 5-10.30 to take into account, notably, the period covered by the work year.

11-7.08

Articles 5-11.00 and 5-12.00 shall apply.

11-7.09

Article 5-13.00 shall apply for the duration of the teacher's contract.

11-7.10

Article 5-14.00 shall apply with the exception of paragraphs D) and F) of clause 5-14.02.

11-7.11

Article 5-18.00 shall apply for the duration of the contract on the condition that the Board is able to find a replacement.

¹ Appendix XXIX shall apply.

11-8.00 REMUNERATION OF TEACHERS**11-8.01**

Articles 6-1.00, 6-2.00 and 6-3.00 shall apply.

11-8.02 Recognition of Years of Experience

Article 6-4.00 shall apply; however, for the purpose of determining the number of years of experience when he or she is engaged as an adult education teacher, for each school year separately, the quotient obtained by dividing by 4 the total number of 50- to 60-minute periods devoted to adult education shall determine the number of days of experience recognized for the school year in question.

11-8.03

- A) Article 6-5.00 shall apply.
- B) The teacher shall be entitled to a percentage of salary equal to the percentage of teaching workload he or she assumes in proportion to the annual teaching workload described in clause 11-9.02.
- C) Subject to paragraph D), should the Board assign additional teaching hours to a teacher who has a part-time contract, the Board shall add these hours to the number of hours specified in the contract.
- D) In the case of replacement, the teaching hours shall only be added if the period of absence of the teacher exceeds 12 consecutive hours.
- E) Notwithstanding the foregoing, "popular education courses" shall be remunerated according to the hourly rate specified in clause 11-2.02.
- F) If the Board exceeds, for a given teacher, the 800 hours on an annual basis or 400 hours on a semestrial basis to be devoted to the presentation of courses and lessons, the teacher shall be entitled, for each excess period of 50 to 60 minutes, to a compensation equal to 1/1000 of the annual salary. The compensation shall be paid with the last payment of salary of the school year concerned.

However, the salary of the teacher who exceeds the 400 hours devoted to the presentation of courses and lessons for a given term but who does not exceed the 800 hours during the same school year shall be readjusted for each excess period under paragraph B). The adjustment shall be paid within 60 days of the last payment of the teacher's salary of the school year concerned.

11-8.04

Article 6-9.00 shall apply.

11-9.00 GENERAL DUTIES AND ANNUAL WORKLOAD**11-9.01**

Article 8-2.00 shall apply.

11-9.02

The annual workload of the teacher shall include an annual teaching workload of 800 hours¹ and 280 hours of related duties described in clause 8-2.01.

¹ Including the 24 hours devoted to pedagogical days or parts of pedagogical days to be determined by the Board. Only the first 4 hours of a pedagogical day shall be taken from the bank of 24 hours.

To the hours prescribed in the preceding paragraph shall be added 200 hours at the centre, for doing work of a personal nature as described in the general duties listed in clause 8-2.01.

It is up to the teacher to determine, during the 200 hours of work of a personal nature, what work he or she shall do as well as what times within the centre's business hours shall be used for doing such work outside the times he or she is assigned by the Board or the centre administration.

The teacher shall inform the centre administration of the times he or she has determined for doing this work of a personal nature at the very beginning of his or her work at the centre. Should such times later coincide with those assigned to him or her by the Board or the centre administration, he or she shall then determine a new schedule and forward it, as soon as possible, to the centre administration.

The 280 hours and the 200 hours shall be reduced proportionally in the case of the teacher whose annual workload is less than 800 hours.

11-10.00 SETTLEMENT OF GRIEVANCES AND ARBITRATION

Articles 9-1.00 and 9-2.00 shall apply with regard to articles 11-1.00 and 11-3.00 to 11-14.00.

11-11.00 GENERAL PROVISIONS

Chapter 10-0.00 shall apply.

11-12.00 REGIONAL DISPARITIES

11-12.01

A teacher who works in one of the sectors mentioned in clause 12-1.02 shall receive an annual isolation and remoteness premium established according to the table found in clause 12-2.01.

The amount of the isolation and remoteness premium shall be readjusted in proportion to the number of workdays during which the teacher is assigned to the territory of the Board included in one of the sectors mentioned in clause 12-1.02 compared to 200 workdays.

To this effect, clauses 12-1.01 and 12-2.05 shall apply with the necessary changes.

11-12.02

A teacher working in one of the sectors mentioned in clause 12-1.02 shall also benefit from article 12-8.00 provided that the number of kilograms prescribed in clause 12-8.01 is readjusted in proportion to the number of workdays during the period of time the teacher is assigned to the territory of the Board included in one of the sectors mentioned in clause 12-1.02 compared to 200 workdays.

11-12.03

The Board shall assume the following expenses incurred by every teacher who is recruited in Québec from more than 50 kilometres from the locality where he or she is required to perform his or her duties, in as much as it is situated in one of the sectors mentioned in clause 12-1.02:

- a) the transportation costs of the transferred teacher and his or her dependents from the point of departure to his or her place of assignment for one return trip only at the beginning and end of his or her contract; a second round ticket is granted when the contractual teacher benefits from an annual contract which includes 75% and more of a teaching task.
- b) the cost of transporting his or her personal belongings and those of his or her dependents up to a maximum of:
 - 228 kilograms for each adult or each child 12 years old and over;
 - 135 kilograms for each child under 12 years old;

from his or her point of departure to the place of assignment, one return trip at the beginning and at the end of his or her contract.

The benefit may not apply more than once during a school year to the teacher to whom the Board offers another contract for the next term prior to his or her departure from his or her place of assignment;

- c) the cost of storing his or her furniture, if need be;
- d) lodging in the place of assignment for the teacher and his or her dependents who accompany him or her during the period of his or her engagement; clauses 12-7.02 to 12-7.04 shall apply by making the necessary changes to this effect; it being agreed that rent shall be deducted every 2 weeks from each of the teacher's pays.

For the purposes of subparagraphs a), b) and c) above, the expenses shall be payable provided that the teacher is not reimbursed for the expenses under another plan and clauses 12-1.01 and 12-1.02, paragraphs B), C) and D) of clause 12-3.03 and clause 12-3.04 shall apply with the necessary changes.

11-12.04

Subparagraphs c), d) and f) of clause 12-3.01 as well as clause 12-4.05 shall apply to the teachers with 2 semestrial contracts of 400 hours that span a school year and are confirmed by a resolution of the Board's executive committee as of the beginning of the school year.

11-12.05

Clauses 12-4.06, 12-4.07 and 12-4.08 as well as articles 12-5.00 and 12-6.00 shall apply.

11-12.06

This article shall not apply to the teacher who receives similar benefits under another contract of engagement with the Board or with another employer of the public or parapublic sector.

11-12.07

For the purposes of applying clauses 11-12.03 and 11-12.04, except for clause 12-4.05 the adult education contractual teachers who have accepted 2 semestrial contracts of 400 hours that span a school year and are confirmed by a resolution of the Board's executive committee for the beginning of the school year, are entitled to these benefits only at the first assignment and at the end of their last assignment, provided the Board offers these contracts for the following semesters at least 10 days prior to the end of the previous contract.

11-13.00 RECALL LIST

11-13.01

The Board shall draw up a list by specialty of teachers under contract who have taught for at least 3 terms under the conditions of this chapter for 18 consecutive months and whom the Board decides to register on the list or of teachers under contract who have taught for at least 4 terms for 24 consecutive months. As regards each of the names of the teachers on the list, the Board shall record the number of hours taught in the specialty under a contract obtained under this chapter.

11-13.02

If the Board decides to engage teachers to teach adult education courses for a predetermined period of no less than 240 hours on a semestrial basis or 480 hours on an annual basis, it shall offer, subject to clause 5-4.04, the contract to the teacher who has the greatest number of hours on the list in the specialty concerned.

11-13.03

The Board shall strike from the list the name of every teacher who refuses a contract offered to him or her under this article or who has not obtained a contract in the 18 months after his or her name was registered on the list unless he or she obtained a leave without salary for studies under clause 11-13.05.

11-13.04

On June 30, 2001, the teachers registered on the recall list prescribed in clause 11-13.01 shall be considered as registered on the list prescribed in this article.

11-13.05

The Board shall grant a teacher registered on the recall list a leave without salary for full-time studies in a field of activity related to teaching.

11-14.00 SPECIAL PROVISIONS CONCERNING THE ADDITION OF 3 REGULAR TEACHING POSITIONS FOR THE 2001-2002 SCHOOL YEAR**11-14.01**

For the 2001-2002 school year, the Board shall create 3 regular teaching positions:

- a) the Board may reduce the number of regular teaching positions to be filled for the 2001-2002 school year to take into account anticipated staffing needs for the school year in question;
- b) the positions to be filled apply to the courses funded by the Ministère only¹;
- c) the new positions shall be filled in the field corresponding to the specialty concerned;
- d) the new positions are filled in the following order:
 - 1) clause 5-3.19;
 - 2) article 11-13.00.

11-14.02

When a regular teacher engaged to fill a position created under clause 11-14.01 leaves the Board permanently, the Board shall fill a regular teaching position in the field corresponding to the specialty concerned according to the sequence prescribed in subparagraph d) of clause 11-14.01 for the school year following the departure, if a regular teaching workload still exists for that school year as a result of this permanent departure.

¹ Courses funded by the Ministère include the teaching hours dispensed in general education in the courses funded by the Ministère.

Conditions of employment and fringe benefits applicable to regular teachers who were offered a position under clauses 11-14.01 and 11-14.02

11-14.03

A teacher who is offered a position shall have, except for articles 11-12.00 and 11-13.00, the same benefits as a contractual teacher, unless specified otherwise, and shall benefit from the following:

- clauses 1-1.24, 1-1.25 and 1-1.26;
- article 2-2.00;
- clauses 5-1.07 to 5-1.13;
- article 5-2.00. However, clause 5-2.05 is replaced by the following:

subject to article 5-2.00, seniority is calculated in the following manner:

- a) for each school year during which a teacher had a full-time contract of 200 workdays or carried out a full annual teaching workload under contract, one year of seniority shall be recognized;
 - b) for each school year during which a teacher had a full-time contract of less than 200 workdays and has not, under a full-time contract, carried out a full annual teaching workload, the Board shall recognize for that period of employment a fraction of a year established according to the following formula: the number of workdays included in that period, over 200;
 - c) for each school year during which the teacher was under contract as a contractual teacher, the Board shall recognize a fraction of a year proportional to his or her teaching workload in relation to a full annual teaching workload;
 - d) for each distinct year prior to the teacher obtaining a contract, the number of days recognized for the school year concerned is obtained by dividing by 4 the number of 50- to 60-minute periods devoted to adult education or to performing a pedagogical function within the meaning of clause 11-10.02. When the total number of days thus calculated is 200 days or more, one year of seniority shall be counted. When the total is less than 200 days for the school year, the number of days thus calculated are accumulated and every block of 200 days equals one year of seniority;
- clauses 5-3.01 to 5-3.04, 5-3.06, 5-3.07, 5-3.15 to 5-3.21, 5-3.23, 5-3.25 to 5-3.32;
 - articles 5-7.00 to 5-10.00 and articles 5-13.00 to 5-19.00;
 - articles 7-1.00 and 7-2.00;
 - articles 12-1.00 to 12-8.00;
 - Appendices I, II, III-f), IV to VII;
 - Appendix VIII including the following new section inserted after article 5:

TEACHERS WITH POSITIONS UNDER CLAUSES 11-14.01 AND 11-14.02 REGROUPED ACCORDING TO FIELD

- a) The full-time teacher employed by the Board belongs to the field corresponding to the specialty to which he or she belonged at the time when he or she was offered a position under clauses 11-14.01 and 11-14.02 until the Board assigns him or her a new field. The fact that a teacher belongs to a given field cannot have the effect of preventing the Board from assigning more than one field to a teacher.
 - b) The teacher on leave with or without salary (including a teacher on a full-time leave for union business) belongs to the field corresponding to the specialty to which he or she belonged upon his or her departure, subject to the provisions of this article.
 - c) A teacher who provides instruction in more than one field belongs to the field corresponding to the specialty in which he or she provides the major portion of his or her instruction. If it is equal, the Board must ask the teacher to which field he or she wishes to be assigned for the purposes of applying this article. The teacher must indicate his or her choice within 20 days of the Board's request. Should the teacher fail to do so within the specified time limit, the Board shall decide;
- Appendices IX, X, XII, XIII, XV to XX, XXII and XXIV to XXXV.

CHAPTER 12-0.00 REGIONAL DISPARITIES**12-1.00 DEFINITIONS****12-1.01**

For the purposes of this chapter, the following expressions mean:

a) Dependent:

The spouse, the dependent child as defined in clause 5-10.02 and any other dependent as defined in the Taxation Act provided that the dependent resides with the teacher. However, for the purposes of this chapter, the income earned from employment by the teacher's spouse shall not nullify the latter's status as dependent.

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

Moreover, the fact that a child attends a preschool or elementary school declared to be of public interest in a locality other than the teacher's place of residence shall not nullify his or her status as dependent when no preschool or elementary school recognized of public interest, as the case may be, is accessible in the child's language of instruction (French or English) in the locality where the teacher lives.

The status of dependent shall also be deemed to apply to a child aged 25 years or less who meets the following 3 conditions¹:

- 1) the child attends a postsecondary school declared to be of public interest on a full-time basis in a locality other than the place of residence of the teacher working in a locality situated in sectors I, II and III;
- 2) the child had the status of dependent during the 12 months preceding the beginning of his or her postsecondary studies program;
- 3) the teacher has provided the supporting documents attesting that the child is attending, on a full-time basis, a postsecondary studies program, i.e. proof of registration at the beginning of the session and proof of attendance at the end of the session;

this recognition shall allow the teacher to maintain his or her level of premiums with dependents prescribed in clause 12-2.01, and the child to benefit from the provisions of article 12-4.00, with the stipulation that travel expenses allocated to the dependent child and issued by other programs shall be deducted from the benefits related to outings for this dependent child¹.

Furthermore, the child aged 25 years or less who is no longer considered a dependent for the purposes of applying this clause and who attends, on a full-time basis, a postsecondary school declared to be of public interest, may renew his or her status as dependent if he or she meets above stated conditions 1) and 3)¹.

b) Point of departure:

Domicile in the legal sense of the word at the time of engagement insofar as the domicile is situated in one of the localities of Québec. The point of departure may be modified by an agreement between the Board and the teacher subject to it being situated in one of the localities of Québec.

The fact that a teacher of the public and parapublic sectors already covered by the provisions regarding regional disparities changes boards shall not modify his or her point of departure.

¹ The provisions prescribed in these paragraphs shall apply as of the 2006-2007 school year.

12-1.02

For the purpose of this chapter, the following sectors include:

a) Sector I:

Kuujuuaq, Kuujuaraapik and Mailasi

b) Sector II:

Inukjuak, Puvirnituaq and Umiujaq

c) Sector III:

Tasiujaq, Ivujivik, Kangiqsualujuaq, Aupaluk, Quaqtuaq, Akulivik, Kangiqsujuaq, Kangirsuk and Salluit

12-2.00 PREMIUMS**12-2.01¹**

The teacher working in one of the sectors mentioned in clause 12-1.02 shall receive an annual isolation and remoteness premium of:

	Periods concerned Sectors	As of the 141 st workday of the 2009-2010 school year	As of the 141 st workday of the 2010-2011 school year	As of the 141 st workday of the 2011-2012 school year	As of the 141 st workday of the 2012-2013 school year	As of the 141 st workday of the 2013-2014 school year
With dependent(s)	Sector I	\$11 786	\$11 874	\$11 993	\$12 203	\$12 447
	Sector II	\$15 326	\$15 441	\$15 595	\$15 868	\$16 185
	Sector III	\$18 081	\$18 217	\$18 399	\$18 721	\$19 095
No dependent	Sector I	\$7 368	\$7 423	\$7 497	\$7 628	\$7 781
	Sector II	\$8 695	\$8 760	\$8 848	\$9 003	\$9 183
	Sector III	\$10 256	\$10 333	\$10 436	\$10 619	\$10 831

12-2.02

The amount of the isolation and remoteness premium for each sector described in clause 12-1.02 to which the part-time teacher or replacement teacher is entitled shall be in proportion to the workload that he or she assumes compared to the workload of a full-time teacher.

The amount of the isolation and remoteness premium to which the teacher-by-the-lesson is entitled shall be in proportion to his or her teaching time compared to the workload of the full-time teacher.

12-2.03

The amount of the isolation and remoteness premium shall be readjusted in proportion to the teacher's assignment in the Board's territory included in one of the sectors described in clause 12-1.02 in relation to a reference period set at 200 workdays.

12-2.04

The teacher on maternity leave and the teacher on adoption leave who remain in the territory during their leave shall continue to benefit from the provisions of this chapter.

¹ Clause 6-5.02 applies with all the necessary adjustments.

12-2.05

If both spouses, within the meaning of clause 5-10.02, work for the Board or if both work for 2 different employers in the public and parapublic sectors, only one (1) of the 2 may avail himself or herself of the premium applicable to the teacher with dependent(s), if he or she has one or more dependents other than his or her spouse. If he or she has no dependent other than his or her spouse, each shall be entitled to the premium in the scale "no dependents", notwithstanding the definition of the term "dependent" found in clause 12-1.01.

12-2.06

Subject to clause 12-2.03, the Board shall cease to pay the isolation and remoteness premium established under this article if the teacher and his or her dependents deliberately leave the territory during an absence or a leave of absence with pay for more than 30 days, except for annual vacation, sick leave, maternity leave, leave for adoption or leave due to a work accident or an occupational disease.

12-3.00 OTHER BENEFITS**12-3.01**

The Board shall assume the following expenses incurred by every teacher recruited in Québec from more than 50 kilometres from the locality where he or she is required to exercise his or her duties, in as much as this locality is situated in one of the sectors described in clause 12-1.02:

- a) the transportation expenses of the teacher and his or her dependents;
- b) the cost of transporting his or her personal belongings and those of his or her dependents up to a maximum of:
 - 1) 228 kilograms for each adult or each child 12 years old and over;
 - 2) 137 kilograms for each child under 12 years old;
- c) the cost of transporting his or her furniture other than the furniture provided by the Board, if need be;
- d) the cost of transporting his or her utensils up to 45 kilograms;
- e) the cost of storing his or her furniture, if need be.
- f) the cost of transporting by boat an all-terrain vehicle, a snowmobile or a motorcycle.

12-3.02

If the teacher eligible for the provisions of subparagraphs b), c), d), e) and f) of clause 12-3.01 decides not to avail himself or herself of some or of all of them immediately, he or she shall remain eligible thereto during the year following the date on which his or her assignment began¹.

12-3.03

- A) These expenses shall be payable provided that the teacher is not reimbursed for the expenses by another plan and solely in the following cases:
 - a) the teacher's first assignment: from the point of departure to the place of assignment;
 - b) cancellation or nonrenewal of the contract by the Board: from the place of assignment to the point of departure;

¹ In the case of transportation by boat of the all-terrain vehicle, a snowmobile or a motorcycle, the teacher shall remain eligible thereto for a period of 15 months following the date on which his or her assignment began.

- c) reengagement by the Board of the teacher who had been nonreengaged because of surplus of personnel: from the point of departure to the place of assignment;
 - d) a subsequent assignment or a transfer at the request of the Board or the teacher: from one place of assignment to another;
 - e) breach of contract or resignation of the teacher: from the place of assignment to the point of departure. These expenses shall not be reimbursed if the breach of contract occurs within the first 30 workdays of any school year or within 30 workdays after the assignment begins during a given school year, unless the Board and the Union agree otherwise;
 - f) teacher's death: from the place of assignment to the point of departure;
 - g) when a teacher obtains a leave of absence for studies: from the place of assignment to the locality in Québec where the teacher will study. In this case, the expenses referred to in clause 12-3.01 shall also be payable to the teacher whose point of departure is situated 50 kilometres or less from the locality where he or she performs his or her duties;
 - h) when clause 5-3.16 is applied: from the place of assignment to the place of relocation;
 - i) when a teacher reassigned under clause 5-3.16 is recalled: from the place of relocation to the place of assignment.
- B) These expenses shall be assumed or reimbursed by the Board upon presentation of supporting vouchers.
- C) In the case of a teacher who is recruited from outside Québec, the total amount of these expenses payable by the Board must not exceed the lesser of the following: either the actual cost from the teacher's residence at the time of engagement or the transportation cost between Montréal and the place of assignment.
- D) For the purposes of applying subparagraph a) of clause 12-3.01 and of article 12-4.00, the Board shall prepay to the carrier the transportation costs of the transferred teacher and his or her dependents as well as the transportation costs of his or her luggage excluding excess baggage.
- E) For the purposes of applying subparagraph g) of paragraph A) of this clause, these costs shall also be paid to the teacher not covered by the introductory paragraph of clause 12-3.01.
- F) Article 12-4.00 shall also apply to the teacher assigned or transferred to a locality which is more than 50 kilometres from the locality where he or she was recruited.

12-3.04

For the purposes of subparagraph e) of clause 12-3.01, the parties agree that the Board will assume the cost of storing the teacher's furniture according to the following terms and conditions:

- a) unless there is an agreement to the contrary between the Board and the teacher, the teacher must submit to the Board at least 3 written estimates or quotations of the costs to be incurred from recognized reputable furniture storage companies;
- b) the teacher must store his or her furniture with the company which gave the lowest estimate (or quotation);
- c) these costs will be assumed by the Board at the earliest on the date on which the teacher begins his or her assignment in one of the sectors mentioned in clause 12-1.02 and at the latest on the date on which the teacher is no longer assigned to one of these sectors;
- d) unless there is an agreement to the contrary between the Board and the teacher, the Board will not assume the costs of storing furniture with relatives, friends or with persons who do not have a furniture storage business;
- e) the insurance costs related to the storage of furniture shall be borne by the teacher.

12-3.05

The weight of 228 kilograms prescribed in subparagraph 1) of paragraph b) of clause 12-3.01 shall be increased by 45 kilograms per year of service in one of the sectors described in clause 12-1.02 in the employ of the Board.

12-3.06

If both spouses work for the Board, only one of the 2 may avail himself or herself of the benefits granted under this article. If one of the spouses receives similar benefits from another employer or from another source, the Board shall not be required to reimburse any expenses.

12-4.00 OUTINGS**12-4.01**

The fact that a teacher's spouse is an employee in the public and parapublic sectors shall not result in the teacher benefiting from a number of paid outings which is greater than that prescribed in this agreement.

12-4.02

- A) Based on the duration of the assignment in one of the sectors described in clause 12-1.02, the Board shall assume for the teacher recruited from more than 50 kilometres from the locality where he or she performs his or her duties for the expenses inherent to up to 3 outings per year, for the teacher and his or her dependents to the point of departure, unless he or she agrees with the Board on a different arrangement.
- B) The expenses borne by the Board under this clause shall cover the return trip from the place of assignment to his or her point of departure.
- C) In the case of the teacher recruited from outside Québec, these expenses must not exceed the lesser of the following amounts:
 - 1) the equivalent of the cost of a return regular flight from the place of assignment to the domicile at the time of hiring;
 - 2) the equivalent of the cost of a regular return flight from the place of assignment to Montréal.
- D) In all cases, the expenses shall be assumed or reimbursed by the Board upon presentation of supporting vouchers by the teacher.
- E) The point of departure shall not be modified in the case of a teacher nonreengaged because of surplus, who is subsequently reengaged by the Board, chose to stay there during the period of unemployment.
- F) For the teacher, the number of outings prescribed in this clause can be reduced to 2 when the school calendar so requires.
- G) In this latter case, the teacher can benefit from a third outing per year, if need be, for any of the events prescribed in paragraph A), B) or C) of clause 5-14.02.

12-4.03

The trips of the teacher and his or her dependents prescribed in clauses 12-3.01 and 12-3.03 must be counted as one of the outings to which he or she is entitled under clause 12-4.02.

12-4.04

In the cases prescribed in paragraph A) of clause 12-4.02, one (1) outing may be used by the nonresident spouse or dependent child or father, mother, brother or sister, to visit the teacher.

12-4.05

The teacher shall be reimbursed, upon presentation of supporting vouchers, for the transportation costs of his or her personal effects and those of his or her dependents, up to a maximum of 45 kilograms per person, once a year, (return trip), during one of the outings prescribed in clause 12-4.02.

12-4.06

The Board shall pay the cost of the return flight of the teacher or one of his or her dependents who must immediately leave his or her place of work in one of the localities referred to in clause 12-1.02 for reasons of health, accident or a complication due to pregnancy. The teacher must provide proof of the necessity of the evacuation. An attestation from the nurse or doctor in the area 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 the costs for the return flight for the person who accompanies the person who had to leave his or her place of work immediately.

12-4.07

Subject to the special leave provisions, the Board shall grant the teacher permission to be absent without salary to allow him or her to accompany one of his or her dependents who must leave the locality immediately under clause 12-4.06.

12-4.08

A teacher originating from a locality situated more than 50 kilometres from his or her place of assignment who was recruited locally and who acquired the right to outings because he or she lived maritally with a spouse who is an employee of the public or parapublic sector shall continue to be entitled to the outings prescribed in clause 12-4.02 even if he or she loses his or her status of spouse within the meaning of clause 5-10.02.

12-5.00 REIMBURSEMENT OF TRANSIT EXPENSES**12-5.01**

The Board shall reimburse the teacher, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and accommodations, if need be) for himself or herself and for his or her dependents when he or she is engaged or on any authorized outing prescribed in article 12-4.00 provided that these expenses are not assumed by a carrier.

These expenses are limited to the amounts prescribed in the policy established by the Board for all its employees.

12-6.00 DEATH**12-6.01**

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

12-7.00 LODGING**12-7.01**

Only the obligations and practices of the Board with respect to providing a furnished dwelling to the teacher at the time of hiring shall be maintained.

12-7.02

The rents charged to the teachers shall be those determined hereinafter and shall be applied by taking into account the number of teachers residing in the dwelling. Thus, if 2 teachers share the same dwelling, the rate charged each of them shall be equal to half the rate provided hereafter.

The rates provided hereafter shall be applied and deducted at every pay period and shall be limited to 24 pay periods per school year. However, in the case of a teacher who leaves his or her dwelling for the duration of his or her annual vacation, these rates shall be limited to 22 payments.

Rent deducted from each payment of salary

Number of bedrooms in the dwelling	As of July 1, 2001
1 bedroom	\$60.00
2 bedrooms	\$77.50
3 bedrooms	\$96.00
4 bedrooms	\$114.00

12-7.03

The rights and obligations of the teacher and the Board in addition to the lease prescribed by law and to this chapter are set out in Appendix XXXI. The Board, however, is not required to provide signed leases, it being understood that, unless there is an agreement to the contrary between the Board and the teacher, the lease shall expire at the end of the teacher's work year.

12-7.04

The Board shall be required to deduct the amount payable as rent to the Board from the teacher's salary.

12-7.05

The teachers must give up the dwelling in the following cases:

- leave without pay for the entire following school year;
- deferred pay leave of one (1) year;
- educational leave;
- 100% union release or leave.

12-7.06

When a teacher temporarily leaves¹⁻² the locality where he or she is assigned for a leave of no less than 30 consecutive working days, the teacher must notify the school administration in writing at least 5 working days prior to his or her departure. Upon request by the School Board, the teacher must give up his or her dwelling based on the following conditions:

- 1) The Board must inform the teacher if it wants to take back his or her dwelling, at least 5 working days before the teacher's leave:
 - a) In the case where the Board notifies the teacher of its intention to recover his or her dwelling within the prescribed time frame, it must have all of the teacher's personal belongings and furniture stored or moved as the teacher chooses to his or her point of departure, at the Board's expense, until the date of his or her return.
 - b) In the case where the Board would take back its dwelling without giving the notification prescribed in 1) or after the teacher has left:
 - i. if, at his or her own expense, the teacher has some belongings stored or moved to his or her point of departure, the Board shall reimburse the full amount of these fees upon presentation of expense documents;
 - ii) if the teacher has left his or her belongings in the dwelling at the time of his or her departure, the Board must then have all of the teacher's personal belongings and furniture stored or moved as the teacher chooses, to his or her point of departure, at the Board's expense, and until the agreed date of his or her return;
- 2) The Board must, in all cases, demonstrate that no other adequate dwelling is available;
- 3) The Board must also:
 - I. reimburse the insurance costs or assume damages or losses to the teacher's personal belongings until the agreed date of his or her return;
 - II. reimburse the cost of disconnecting and reinstalling the telephone service;
 - III. take the necessary steps to restore the dwelling to the same condition;
 - IV. place back, before the teacher's return, all the personal belongings and furniture in the dwelling occupied before his or her leave, or in a dwelling that the teacher would have obtained.

12-7.07

The lessee who hosts a teacher in his or her dwelling shall be exempt from paying his or her rent during the cohabitation period and the new temporary employee shall pay 50% of the rent normally paid.

Notwithstanding the foregoing, the lessee who hosts a replacement may terminate the cohabitation by giving the Board a 10-day notice.

¹ The teacher who has urgently left the locality for medical reasons is not covered by this provision.

² This provision does not apply when the child lives in the dwelling because he or she attends a school of the Board full time. The other person who exerts parental authority must however stay in the Board's dwelling.

12-8.00 FOOD TRANSPORTATION**12-8.01**

The teacher who must provide for his or her own food provisions in sectors I, II and III shall be reimbursed, upon presentation of supporting vouchers, for food transportation expenses up to the following weights:

- a) 727 kilograms per year per adult and per child 12 years old and over;
- b) 364 kilograms per year per child under 12 years old.

For the purpose of applying this clause, a maximum of 50 percent of the weight allowed may be shipped via air cargo; the balance must be shipped by parcel post.

It is agreed that the teacher may choose his or her own source of supply; however, the costs reimbursed may not be greater than the shipping costs between Montréal and the locality of assignment.

The teacher who is reimbursed for food transportation costs shall be entitled, on March 1 of every year, to an additional allowance equal to 66% of the expenses incurred for food transportation for the preceding calendar year.

12-8.02

The Board and the Union may agree on different terms and conditions for applying clause 12-8.01.

IN WITNESS WHEREOF, the parties have signed in Montréal on this 30th day of the month of June 2011 the stipulations negotiated and agreed upon between the Management Negotiating Committee for the Kativik School Board (CPNCSK) and the Centrale des syndicats du Québec (CSQ) on behalf of the Association des employés du Nord québécois (AENQ).

FOR THE MANAGEMENT COMMITTEE

FOR THE UNION

(signed) Line Beauchamp

Line Beauchamp
Ministre de l'Éducation, du Loisir et du Sport

(signed) Annie Grenier

Annie Grenier
President, CPNCSK

(signed) Éric Bergeron

Éric Bergeron
Vice-President, CPNCSK

(signed) Jean Bérubé

Jean Bérubé
Negotiator, CPNCSK

(signed) Stéphane Boulanger

Stéphane Boulanger
Negotiator, CPNCSK

(signed) Jean-Claude Turcotte

Jean-Claude Turcotte
Spokesperson, CPNCSK

(signed) Réjean Parent

Réjean Parent
President, CSQ

(signed) Manon Bernard

Manon Bernard
President, FSE

(signed) Guy Savard

Guy Savard
Vice-President, FSE

(signed) Patrick D'Astous

Patrick D'Astous
President, AENQ

(signed) Alain Lajoie

Alain Lajoie
Negotiator, AENQ

(signed) Nathaly Castonguay

Nathaly Castonguay
Spokesperson, FSE

NOTICE

For health reasons, Mr. François Beauchemin was unable to attend the signing of the collective agreement, which explains why his name and signature are missing from the previous page.

Mr. Beauchemin was, however an active member of the Union negotiating team throughout the agreement renewal process.

APPENDIX I

APPLICATION FORM FOR MEMBERSHIP IN THE UNION

Teaching 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 hereby apply for membership in the union known under the name of the Association des employés du Nord québécois (AENQ)

I agree to observe its by-laws, rules and decisions and to pay the dues set by the Union. I authorise my employer to deduct the amount of the union dues from my pay.

Signature of applicant

Date

Signature of witness

Date

APPENDIX II

CONSULTATION OF PERSONAL FILE

I, the undersigned _____
(SURNAME) (GIVEN NAME)

authorize _____, my union representative to consult my personal file at the Human Resources Department of the Kativik School Board. The authorization is valid for 15 days from _____ to _____.

IN WITNESS WHEREOF, I have signed at _____ on this _____ 20____.

Signature: _____

APPENDIX III-a) CONTRACT OF ENGAGEMENT OF FULL-TIME TEACHER**CONTRACT OF ENGAGEMENT**

between

THE KATIVIK SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: _____

GIVEN NAME: _____

SEX: F M

hereinafter called the TEACHER

The Board and the Teacher agree on the following:

I- OBLIGATIONS OF THE TEACHER

- A) The Teacher hereby undertakes, for all legal purposes, to teach as a full-time teacher in the schools of the Board for the school year beginning July 1, 20___ or to complete the school year.
- B) The Teacher declares that he or she:
was born at: _____ on the _____
(place) (year, month, day)
- C) The Teacher agrees to comply with the law, with the regulations applicable to teachers of the Board, with the resolutions and regulations of the Board not contrary to the provisions of the agreement, as well as with the agreement.
- D) The Teacher undertakes to provide the Board, without delay, with the information and documents necessary to establish his or her qualifications and experience.
- E) The Teacher undertakes to provide the Board, without delay, with all the other information and certificates required by the Board before the date of the contract.
- F) It is the Teacher's duty to comply with the regulations applicable to teachers in the employ of school boards and to carry out the duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The Board undertakes to pay the salary and to grant the Teacher all the rights and benefits prescribed in the agreement.

III- GENERAL PROVISIONS

- A) This contract of engagement shall take effect on _____ 20__ and shall expire on _____ 20__.
- B) The provisions of the agreement shall form an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed,

For the Board: _____
(name)

Teacher: _____
(name)

(address)

Witness: _____
(name)

(address)

Made at _____

on this ____ day of _____, 201__

APPENDIX III-b) CONTRACT OF ENGAGEMENT OF PART-TIME TEACHER**CONTRACT OF ENGAGEMENT**

between

THE KATIVIK SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: _____

GIVEN NAME: _____

SEX: F M

hereinafter called the TEACHER

The Board and the Teacher agree on the following:

I- OBLIGATIONS OF THE TEACHER

- A) The Teacher hereby undertakes, for all legal purposes, to teach as a part-time teacher in the schools of the Board.
- B) The Teacher undertakes to teach for the Board according to the terms and conditions established hereinafter:

- C) The teacher declares that he or she:
was born at: _____ on the _____
(place) (year, month, day)
- D) The Teacher agrees to comply with the law, with the regulations applicable to teachers of the Board, with the resolutions and regulations of the Board not contrary to the provisions of the agreement, as well as with the agreement.
- E) The Teacher undertakes to provide the Board, without delay, with the information and documents necessary to establish his or her qualifications and experience.
- F) The Teacher undertakes to provide the Board, without delay, with all the other information and certificates required by the Board before the date of this contract.
- G) It is the Teacher's duty to comply with the regulations applicable to teachers of the Board and to carry out the duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The Board undertakes to pay the salary and to grant the Teacher all the rights and benefits prescribed in the agreement.

III- GENERAL PROVISIONS

A) This contract of engagement shall take effect on _____ 20__ and shall expire on _____ 20__ or upon the occurrence of the following event:

B) The provisions of the agreement shall form an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed,

For the Board: _____
(name)

Teacher: _____
(name)

(address)

Witness: _____
(name)

(address)

Made at _____

on this ____ day of _____, 201__

APPENDIX III-c)

CONTRACT OF ENGAGEMENT OF TEACHER-BY-THE-LESSON

CONTRACT OF ENGAGEMENT

between

THE KATIVIK SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: _____

GIVEN NAME: _____

SEX: F M

hereinafter called the TEACHER

The Board and the Teacher agree on the following:

I- OBLIGATIONS OF THE TEACHER

- A) The Teacher hereby undertakes, for all legal purposes, to teach as a teacher-by-the-lesson in the schools of the Board.
- B) The Teacher undertakes to teach for the Board according to the terms and conditions established hereinafter:

- C) The teacher declares that he or she:
was born at: _____ on the _____
(place) (year, month, day)
- D) The Teacher agrees to comply with the law, with the regulations applicable to teachers of the Board, with the resolutions and regulations of the Board not contrary to the provisions of the agreement, as well as with the agreement.
- E) The Teacher undertakes to provide the Board, without delay, with the information and documents necessary to establish his or her qualifications and experience.
- F) The Teacher undertakes to provide the Board, without delay, with all the other information and certificates required by the Board before the date of this contract.
- G) It is the Teacher's duty to comply with the regulations applicable to teachers of the Board and to carry out the duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The Board undertakes to pay the salary and to grant the Teacher all the rights and benefits prescribed in the agreement.

III- GENERAL PROVISIONS

- A) This contract of engagement shall take effect on _____ 20__ and shall expire on _____ 20__.
- B) The provisions of the agreement shall form an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed,

For the Board: _____
(name)

Teacher: _____
(name)

(address)

Witness: _____
(name)

(address)

Made at _____

on this ____ day of _____, 201__

APPENDIX III-d) CONTRACT OF ENGAGEMENT OF REPLACEMENT TEACHER**CONTRACT OF ENGAGEMENT**

between

THE KATIVIK SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: _____

GIVEN NAME: _____

SEX: F M

hereinafter called the TEACHER

The Board and the (replacement) Teacher agree on the following:

I- OBLIGATIONS OF THE TEACHER

- A) The Teacher hereby undertakes, for all legal purposes, to teach as a replacement teacher in the schools of the Board.
- B) The Teacher undertakes to teach for the Board according to the terms and conditions established hereinafter:

- C) The teacher declares that he or she:
was born at: _____ on the _____
(place) (year, month, day)
- D) The Teacher agrees to comply with the law, with the regulations applicable to teachers of the Board, with the resolutions and regulations of the Board not contrary to the provisions of the agreement, as well as with the agreement.
- E) The Teacher undertakes to provide the Board, without delay, with the information and documents necessary to establish his or her qualifications and experience.
- F) The Teacher undertakes to provide the Board, without delay, with all the other information and certificates required by the Board before the date of this contract.
- G) It is the Teacher's duty to comply with the regulations applicable to teachers of the Board and to carry out the duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The Board undertakes to pay the salary and to grant the Teacher all the rights and benefits prescribed in the agreement.

III- GENERAL PROVISIONS

- A) This contract of engagement shall take effect on _____ 20__ and shall expire on _____ 20__.
- B) The provisions of the agreement shall form an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed,

For the Board: _____
(name)

Teacher: _____
(name)

(address)

Witness: _____
(name)

(address)

Made at _____

on this ____ day of _____, 201__

APPENDIX III-e)

**CONTRACT OF ENGAGEMENT OF ADULT EDUCATION
TEACHER ENGAGED FOR 240 PREDETERMINED HOURS OR
MORE ON A SEMESTRIAL BASIS**

CONTRACT OF ENGAGEMENT

between

THE KATIVIK SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: _____

GIVEN NAME: _____

SEX: F M

hereinafter called the TEACHER

The Board and the adult education teacher engaged for 240 predetermined hours or more on a semestrial basis declare and agree as follows:

I- OBLIGATIONS OF THE TEACHER

- A) The Teacher hereby undertakes, for all legal purposes, to teach as an adult education teacher with the Board.
- B) The Teacher undertakes to teach for the Board according to the terms and conditions established hereinafter:

- C) The teacher declares that he or she:
was born at: _____ on the _____
(place) (year, month, day)
- D) The Teacher agrees to comply with the law, with the regulations applicable to teachers of the Board, with the resolutions and regulations of the Board not contrary to the provisions of Chapter 11-0.00 of the agreement.
- E) The Teacher undertakes to provide the Board, without delay, with the information and documents necessary to establish his or her qualifications and experience.
- F) The Teacher undertakes to provide the Board, without delay, with all information and certificates required by the Board before the date of this contract.
- G) It is the Teacher's duty to comply with the regulations applicable to teachers of the Board and to carry out duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The Board undertakes to pay the salary and to grant the Teacher all the rights and benefits prescribed in Chapter 11-0.00 of the agreement excluding article 11-2.00.

III- GENERAL PROVISIONS

A) This contract of engagement shall take effect on _____ 20__ and shall expire on _____ 20__ or upon the occurrence of the following event:

B) The provisions of Chapter 11-0.00 of the agreement shall form an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed,

For the Board: _____
(name)

Teacher: _____
(name)

(address)

Witness: _____
(name)

(address)

Made at _____

on this ____ day of _____, 201__

APPENDIX III-f)

**CONTRACT OF ENGAGEMENT OF ADULT EDUCATION
TEACHER UNDER CLAUSE 11-14.01 OR 11-14.02**

CONTRACT OF ENGAGEMENT

between

THE KATIVIK SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: _____

GIVEN NAME: _____

SEX: F M

hereinafter called the TEACHER

The Board and the adult education teacher engaged under clause 11-14.01 or 11-14.02 declare and agree as follows:

I- OBLIGATIONS OF THE TEACHER

- A) The Teacher hereby undertakes, for all legal purposes, to teach as an adult education teacher with the Board.
- B) The Teacher undertakes to teach for the Board according to the terms and conditions established hereinafter:

- C) The teacher declares that he or she:
was born at: _____ on the _____
(place) (year, month, day)
- D) The Teacher agrees to comply with the law, with the regulations applicable to teachers of the Board, with the resolutions and regulations of the Board not contrary to the provisions of article 11-14.00 of the agreement.
- E) The Teacher undertakes to provide the Board, without delay, with the information and documents necessary to establish his or her qualifications and experience.
- F) The Teacher undertakes to provide the Board, without delay, with all information and certificates required by the Board before the date of this contract.
- G) It is the Teacher's duty to comply with the regulations applicable to teachers of the Board and to carry out duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The Board undertakes to pay the salary and to grant the Teacher all the rights and benefits prescribed in article 11-14.00 of the agreement.

III- GENERAL PROVISIONS

A) This contract of engagement shall take effect on _____ 20__ and shall expire on _____ 20__ or upon the occurrence of the following event:

B) The provisions of article 11-14.00 of the agreement shall form an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed,

For the Board: _____
(name)

Teacher: _____
(name)

(address)

Witness: _____
(name)

(address)

Made at _____

on this ____ day of _____, 201__

APPENDIX IV

ABSENCE REPORT

Name at birth: _____	SIN: _____
Given name: _____	Occupation: _____
Married name: _____	Workplace: _____

ABSENCE:			
Starting date:	____ / ____ / ____ year month day	Termination date:	____ / ____ / ____ year month day
Duration of absence:	____ / ____ / ____ / ____ day(s) half-day(s) hour(s) minutes		
RAISONS FOR ABSENCE			
<input type="checkbox"/> Sick leave under 4 days	<input type="checkbox"/> Sick leave – 4 days or more		
<input type="checkbox"/> Parental responsibility	<input type="checkbox"/> Personal reason	<input type="checkbox"/> Vacation	
<input type="checkbox"/> Maternity leave	<input type="checkbox"/> Adoption leave	<input type="checkbox"/> Paternity leave	
<input type="checkbox"/> Union leave	<input type="checkbox"/> Work accident	<input type="checkbox"/> Leave without pay	
<input type="checkbox"/> Fortuitous event: _____	<input type="checkbox"/> Other reasons: _____		

<input type="checkbox"/> Special leaves	<input type="checkbox"/> Death	<input type="checkbox"/> Marriage	Relationship: _____
Specify:			

_____ Employee's signature	_____ Signature of immediate superior
_____ Date	_____ Date

Other pertinent information: _____ _____ _____
--

Forward to Human Resources Department

APPENDIX V

EVALUATION RULES PRESCRIBED IN THE *MANUEL D'ÉVALUATION DE LA SCOLARITÉ*

Any changes made to the *Manuel d'évaluation de la scolarité* in effect on the date of the coming into force of the agreement will not lessen the evaluation rules contained therein.

Moreover, no teacher will be issued an official attestation of schooling lower than the one that he or she already has as a result of a change in the rules contained in the Manuel.

APPENDIX VI

AUTHORIZATION FOR DEDUCTIONS

I, the undersigned, authorize the Kativik School Board to deduct from my salary all amounts that I owe to the Board for the following reason(s): _____ .

IN WITNESS WHEREOF, I have signed at _____ on this _____ day of the month of _____ 20____ .

Signature: _____

APPENDIX VII

CALCULATION OF YEARS OF EXPERIENCE

Examples of the application of clause 6-4.03

I-

Teacher X is currently paid at	Years of experience	Experience steps
After 90 days	0	1
+ After 45 + 90 days (135)	1	2
After 45 + 90 days (135)	2	3
After 45 + 90 days (135)	3	4
After one year full time + (6-4.02)	4	5
After part-time, by-the-lesson or as casual supply teacher 45 + 90 days (135)	5	6
	6	7

II-

School year	Workdays credited			Use of days for the purpose of calculating experience ¹			Balance after use	Number of years of experience recognized
	Balance transferred	Days worked	Total	45	90	45		
A	-	10	10	-	-	-	10	-
B	10	115	125	-	90	-	35	1
C	35	120	155	45	90	-	20	2
D	20	170	190	45	90	45	10	3
E	-	125	125	-	90	-	35	4
F	35	80	115	45	-	-	70	4
G	70	65	135	-	90	45	-	5

¹ Days credited shall be used only if they are equal to or greater than 45 or 90, as the case may be, the foregoing by blocks of 45 or 90.

APPENDIX VIII**REGROUPING BY FIELD OF TEACHERS OF THE KATIVIK SCHOOL BOARD FOR THE PURPOSES OF IDENTIFYING THE TEACHERS TO BE DECLARED EXCESS, PLACED ON AVAILABILITY OR NONREENGAGED BECAUSE OF SURPLUS****OBJECTIVE**

The purpose of this appendix is to specify the rules concerning the regrouping of teachers by field for the sole purpose of identifying those teachers who are excess in the schools and who must therefore be reassigned, placed on availability or nonreengaged for reasons of surplus prescribed in the agreement.

GENERAL RULES

1. At the beginning of each school year, the Board shall decide on the regrouping of teachers and particularly the creation or elimination of fields according to the following rules. The decision shall be made only after consulting the Union.
2. The regrouping of teachers shall apply to all of the schools of the Board.
3. For the purposes of this plan, every teacher, except the teacher on availability, shall be considered as belonging to the field and sector where he or she teaches.

The teacher who teaches in more than one (1) field or sector shall be considered as belonging to the field or sector where he or she devotes most of his or her teaching time.

For the purposes of applying the preceding paragraph, the field or sector where he or she devotes most of his or her teaching time shall signify the field or sector where the teacher spends more time than in any other field or sector.

If the teacher does not devote most of his or her teaching time in a field or sector, the Board must ask the teacher to choose the field or sector to which he or she wishes to belong for the purposes of this plan. The teacher must indicate his or her choice within 20 days of the Board's request. Should the teacher fail to provide a notice within the time allotted, the Board shall decide.

4. For the purposes of this plan, every teacher, except the teacher on availability, shall be assigned to the school where he or she teaches.
5. The sectors and fields listed hereinafter shall apply to all of the teachers of the Board:

English Sector

- Field 1- Includes every teacher generalist at the preschool and elementary levels.
- Field 2- Includes every teacher generalist at the secondary level.
- Field 3- When the Board offers specialties, it may determine new fields in order to take the specialties into account. For the purposes of the agreement, each field shall be separate.
- Field 4- When the Board offers vocational education courses, it shall determine the appropriate fields according to the courses offered at the Board. For the purposes of the agreement, each field shall be separate.

French Sector

- Field 1- Includes every teacher generalist at the preschool and elementary levels.
- Field 2- Includes every teacher generalist at the secondary level.

Field 3- When the Board offers specialties, it may determine new fields in order to take the specialties into account. For the purposes of the agreement, each field shall be separate.

Field 4- When the Board offers vocational education courses, it shall determine the appropriate fields according to the courses offered at the Board. For the purposes of the agreement, each field shall be separate.

Inuttitut Sector

Field 1- Includes every teacher generalist at the preschool and elementary levels.

Field 2- Includes every teacher generalist at the secondary level.

Field 3- Includes every teacher who teaches Inuttitut.

Field 4- Includes every teacher who teaches the Inuit culture.

Field 5- When the Board offers specialties, it may determine new fields in order to take the specialties into account. For the purposes of the agreement, each field shall be separate.

Field 6- When the Board offers vocational education courses, it shall determine the appropriate fields according to the courses offered at the Board. For the purposes of the agreement, each field shall be separate.

APPENDIX IX RELOCATION PREMIUM

The following provisions shall apply to the teacher who receives a relocation premium under clause 5-3.30:

- 1) The Board may decide to reimburse the teacher for his or her moving expenses; if the Board decides to do so, the teacher shall benefit from the provisions of articles 3) to 14) of Appendix X.
- 2) The Board shall pay the employer who engages the teacher a relocation premium the amount of which is equal to the annual salary of the teacher at the time of his or her resignation. In the case of a teacher on availability, the annual salary shall be that which he or she would receive had he or she not been on availability.

The premium shall be payable in 12 consecutive and equal monthly instalments as of the date on which the teacher is engaged by the employer.

- 3) The teacher who leaves his or her new employment or whose engagement is cancelled before the payment of the relocation premium prescribed in article 2) terminates must inform the Board by registered letter within 10 days of the date of the break in his or her employment ties; he or she shall then be entitled to receive the balance of the 12 instalments prescribed in article 2) that the Board had not paid at the time it received the notice.
- 4) The date of the teacher's resignation shall be his or her last workday preceding his or her departure from the Board.

APPENDIX X MOVING EXPENSES

- 1) The provisions of this appendix aim to determine that to which the teacher, who benefits from a reimbursement of his or her moving costs, is entitled as moving expenses within the scope of relocation as prescribed in article 5-3.00 and in Appendix IX.
- 2) Moving shall be deemed necessary if it takes place and if the distance between the teacher's new place of work and his or her actual domicile is greater than 65 kilometres.

Cost of Transporting Furniture and Personal Belongings

- 3) The Board shall reimburse, upon presentation of supporting vouchers, the costs incurred for the transportation of the furniture and personal effects of the teacher concerned, including packing, unpacking and the cost of the insurance premium, or the costs of towing a mobile home on the condition that he or she provide, in advance, at least 2 detailed quotations of the costs to be incurred.
- 4) However, the Board shall not pay the cost of transporting the teacher's personal vehicle unless the location of his or her new residence is inaccessible by road. Moreover, the cost of transporting a boat, canoe, etc., shall not be reimbursed by the Board.

Storage

- 5) When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new residence, the Board shall reimburse the costs of storing the teacher's furniture and personal effects and those of his or her dependents, for a period not exceeding 2 months.

Concomitant Moving Expenses

- 6) The Board shall pay a moving allowance of \$750 to any transferred teacher who maintains a dwelling, in compensation for the concomitant moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the teacher is assigned to a location where complete facilities are placed at his or her disposal by the Board. If the teacher does not have a dwelling, the Board shall pay an allowance of \$200.

Lease Compensation

- 7) The teacher referred to in the first paragraph shall also be entitled, if need be, to the following compensation: for the abandonment of a dwelling without a written lease, the Board shall pay the equivalent of one (1) month's rent. If there is a lease, the Board shall indemnify the teacher who must terminate his or her lease and for which the landlord demands compensation to a maximum period of 3 months' rent. In both cases, the teacher must attest that the landlord's request is well-founded and must present supporting vouchers.
- 8) If the teacher chooses to sublet his or her dwelling himself or herself, reasonable costs for advertising the sublease shall be assumed by the Board.

Reimbursement of Expenses Inherent to the Sale or Purchase of a House

- 9) The Board shall pay, relative to the sale of the principal residence of the relocated teacher, the following expenses:
 - a) the real estate agent's fees, upon presentation of the contract with the real estate agent immediately after its signing, of the sales contract and the bill of the agent's fees;
 - b) the costs of notarized deeds chargeable to the teacher for the purchase of a house for the purpose of residence at his or her posting on the condition that the teacher be already the proprietor of his or her house at the time of his or her transfer and that the house be sold;
 - c) the payment of the penalty for breach of mortgage, if need be;

- d) the payment of the proprietor's transfer tax, if need be.
- 10) When the house of the relocated teacher, although it has been put up for sale at a reasonable price, is not sold at the time when the teacher must enter a new agreement for lodging, the Board shall not reimburse the costs for looking after the unsold house. However, in this case, upon presentation of supporting vouchers, the Board shall reimburse the following expenses for a period not exceeding 3 months:
- a) municipal and school taxes;
 - b) the interest on the mortgage;
 - c) the cost of the insurance premium.
- 11) In the case where a relocated teacher chooses not to sell his or her principal residence, he or she may benefit from the provisions of this paragraph in order to avoid a double financial burden to the teacher-owner due to the fact that his or her principal residence is not rented at the time when he or she must assume new obligations to dwell in the area of his or her posting. The Board shall pay him or her, for the period during which his or her house is not rented, the amount of his or her new rent, up to a period of 3 months, upon presentation of the lease. Moreover, the Board shall reimburse him or her for the reasonable costs of advertisement and the costs of no more than 2 trips initiated for the renting of his or her house, upon presentation of supporting vouchers and in accordance with the regulation concerning travel expenses in effect at the Board.

Assignment and Accommodation Expenses

- 12) When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new residence, the Board shall reimburse the teacher for the accommodation expenses for him or her and his or her dependents, in accordance with the regulation concerning travel expenses in effect at the Board, usually for a period not exceeding 2 weeks.
- 13) If the move is delayed, with the authorization of the Board or if the teacher's dependents are not relocated immediately, the Board shall assume the teacher's transportation costs up to 500 kilometres to visit them every 2 weeks if the distance to be covered is equal to or less than 500 kilometres return trip, and once a month if the distance to be covered exceeds 500 kilometres return trip, up to a maximum of 1600 kilometres, the foregoing in accordance with the regulations concerning travel expenses in effect at the Board.
- 14) Moving expenses prescribed in this appendix shall be reimbursed within 60 days of the teacher's presentation of supporting vouchers to the Board that he or she is leaving.

APPENDIX XI**LETTER OF AGREEMENT CONCERNING INTER-SCHOOL AND REGIONAL PEDAGOGICAL DAYS**

Given the current logistics constraints in the Inuit communities of Nunavik, the parties agree to the following terms and conditions during inter-school and regional pedagogical days:

- Travel between the localities shall be carried out during working hours; failing which, the Board shall pay the teacher compensation equal to 1/1000 of his or her salary for each hour travelled outside of his or her regular work schedule.
- Teachers shall be entitled, during their stay, to conditions respecting their health and private life.
- The Board shall make day care services available to teachers in the locality where the inter-school and regional pedagogical days are held.

Failing to comply with these conditions, teachers shall not be required to participate in the pedagogical days and shall work in the community where they are assigned.

APPENDIX XII

USE OF AVAILABLE DWELLINGS

Montréal,

Mr. Patrick D'Astous, President
Association des employés du Nord québécois (AENQ)

Subject: Use of available dwellings

Dear Sir:

This is to inform you that the Board intends to maintain its policy to place at the disposal of locally recruited employees dwellings available in a community once the Board has met all its needs.

Should a locally recruited employee wish to occupy one of these dwellings, he or she must submit his or her request to the Education Committee.

The Education Committee will forward such a request to the Board and if more than one employee wants a dwelling, it will determine the one who will receive it.

The rent charged is that prescribed in this agreement, it being understood that the Board may terminate the rental upon a 30-day notice.

Annie Grenier
Director General

APPENDIX XIII**DEFERRED SALARY LEAVE**

The following provisions shall apply to the teacher who benefits from a deferred salary leave with deferred salary under article 5-17.00.

1) Period Covered by this Appendix and Return to Work

- a) The provisions of this appendix may apply to a given teacher for a period of 3 years, 4 years or 5 years.
- b) The period is hereinafter called the "contract".
- c) The teacher must, following his or her deferred salary leave, return to work at the Board for a period of time at least equal to that of the leave.

2) Duration of the Deferred Salary Leave and Workload

- a) The deferred salary leave shall be for one (1) school year and shall be taken during the last year of the contract.
- b) For the remainder of the contract, the teacher's workload shall be the same as that of any other regular teacher.
- c) Upon his or her return, the teacher shall be reinstated in his or her duties prescribed in the agreement.
- d) If the deferred salary leave is postponed, the leave must start no later than 6 years from the date on which the salary began to be deferred.
- e) The deferred salary leave cannot be interrupted under any circumstances.

3) Rights and Benefits

- a) During each of the school years covered by the contract, the teacher shall only receive a percentage of the salary to which he or she would be entitled under the applicable agreement. The percentage applicable shall be one of the percentages indicated in article 13 of this appendix. The percentage of deferred salary cannot however exceed 33 1/3% per calendar year.
- b) Subject to the provisions of this appendix, the teacher shall be entitled, for the duration of the contract and for each of the school years stipulated, to the rights and benefits that he or she would have under the agreement if he or she were actually in the employ of the Board.
- c) During the deferred salary leave, the teacher shall not be entitled to any of the premiums and supplements prescribed in the agreement. For the remainder of the contract, the teacher shall be entitled, where applicable, to all of the premiums and supplements applicable to him or her.
- d) During the deferred salary leave, the teacher cannot receive any remuneration from the Board or from another person or company with which the Board has ties other than the amount corresponding to the percentage of his or her salary for the duration of the contract.
- e) Each of the school years referred to in this contract shall count as a period of service for the purposes of the 4 pension plans currently in force (CSSP, RREGOP, TPP and PPCT).

4) Retirement, Withdrawal or Resignation of the Teacher

In the event of the retirement, withdrawal¹ or resignation of the teacher, the contract shall terminate on the date of the retirement, withdrawal or resignation under the conditions described hereinafter: the Board shall reimburse the teacher for the period of the contract, without interest, an amount equal to the difference between the salary to which he or she would have been entitled under the agreement if the contract were not in force and the salary received under this appendix.

For the purposes of the pension plans, the rights recognized shall be those the teacher would have received had he or she never benefited from the contract. Thus, if the deferred salary leave was taken, the premiums paid during the leave shall be used to offset premiums unpaid for years worked in order to make up the differences in pension thus lost; however, the teacher may repurchase years of service lost, under the same conditions as those relating to a leave of absence without salary (200% RREGOP and PPCT, 100% TPP and CSSP).

Moreover, if the deferred salary leave was not taken, the premiums required to recognize all the years worked shall be deducted from the reimbursement of salary to be paid to the teacher.

5) Dismissal of the Teacher

In the event of the dismissal of the teacher, the contract shall terminate on the effective date of the dismissal. The provisions of article 4 shall then apply.

6) Leave of Absence without Salary

For the duration of the contract, the total of one or more leaves of absence without salary may not exceed 12 months. In this case, the duration of the contract shall be extended accordingly.

Should the total of one or more leaves of absence without salary exceed 12 months, the contract shall terminate automatically and the provisions of article 4 shall apply.

7) Nonreengagement of the Teacher

In the event of the nonreengagement of the teacher on July 1 of a school year included in the contract, the latter shall terminate on that date and the provisions of article 4 shall apply.

8) Placement on Availability of the Teacher

In the event of the placement on availability of the teacher, this contract shall terminate on the date of the placement on availability, the provisions of article 4 shall apply and the salary not paid shall be reimbursed without being subject to pension deductions.

The provisions of this article shall not apply in the following cases:

- a) the teacher placed on availability is recalled to his or her board on or before the first workday following his or her placement on availability;
- b) the effective date of the placement on availability coincides with the beginning of the year of the leave.

¹ No withdrawal shall be permitted between April 1 immediately preceding the leave and the end of the school year of the leave.

9) Disability

- a) Disability develops before the leave is taken and still exists at the time when the leave is supposed to take place:

In this case, the teacher shall choose:

- i) either to continue to participate in the contract and to defer the leave until such time as he or she is no longer disabled subject to paragraph d) of article 2. The teacher shall then receive his or her salary insurance benefit on the basis of the salary determined in the contract.

In the event that the disability still exists during the last year of the contract, the contract may then be interrupted before the beginning of the leave until the end of the disability, subject to paragraph d) of article 2. During the interruption, the teacher shall be entitled to the salary insurance benefit based on his or her regular salary;

- ii) or to terminate the contract and thus receive the amounts that have not been paid as well as the salary insurance benefit based on his or her regular salary. The unpaid amounts shall be subject to deductions for pension purposes.

- b) Disability develops during the deferred salary leave:

Disability shall be considered as beginning on the date the teacher returns to work and not during the deferred salary leave.

The teacher shall be entitled, during his or her deferred salary leave, to the salary determined in the contract. As of the date of his or her return to work, if he or she is still disabled, he or she shall be entitled to the salary insurance benefit specified in the agreement for as long as he or she is covered by a contract. The salary insurance benefit shall be based on the salary determined in the contract. Should the teacher still be disabled at the expiry of the contract, he or she shall then receive a salary insurance benefit based on his or her regular salary.

- c) Disability lasts more than 2 years:

During the first 2 years, the teacher shall be treated in the manner prescribed previously. At the end of the 2 years, the contract shall terminate and if the teacher has not already taken his or her deferred salary leave, the salary not paid shall be reimbursed (without interest) without being subject to deductions for pension purposes and any disability pension to which he or she is entitled under his or her pension plan shall become payable immediately.

10) Death of the Teacher

In the event of the teacher's death during the contract, the latter shall terminate on the date of the death and the provisions of paragraph c) of article 9 shall apply.

11) Maternity Leave (21 weeks or 20 weeks) and Paternity Leave or Leave for Adoption (5 weeks)

- a) The deferred salary leave cannot be interrupted for a maternity leave, a paternity leave or a leave for adoption.
- b) The leave takes place before and terminates before the deferred salary leave;

the contract shall be interrupted for the duration of the maternity leave, the paternity leave or the leave for adoption and shall be extended accordingly following its termination. During the interruption, the provisions of the agreement concerning maternity leaves, paternity leaves or leaves for adoption shall apply.

- c) The leave takes place before the deferred salary leave and is still taking place at the beginning of the deferred salary leave;

in this case, the teacher shall choose:

- i) to defer the deferred salary leave to another school year, subject to paragraph d) of article 2; or
- ii) to terminate this contract, in which case the provisions of article 4 shall apply.

- 12)** If incompatible with the other provisions of the agreement, the provisions of this appendix shall have precedence.

13) Percentages of Salary

- a) a 3-year contract: 66.66% of the salary;
- b) a 4-year contract: 75% of the salary;
- c) a 5-year contract: 80% of the salary.

APPENDIX XIV COMPENSATION FOR EXCEEDING THE MAXIMUM NUMBER OF STUDENTS PER GROUP (8-8.03)

- a) For the purposes of applying this appendix:
- 1) the number of students taken into account is the number of students registered and present for at least half of the class days in a given month;
 - 2) no compensation is due if the excess ascertained at the beginning of the school year no longer exists on October 15;
 - 3) the casual supply teacher is not entitled to any compensation.
- b) For each group where the number of students exceeds the maximum prescribed in the agreement concluded under clause 8-8.02, the teacher concerned shall be entitled, subject to articles 5-10.00 and 5-13.00, to the amount of compensation C defined as follows for each portion of the school calendar to which it applies:

$$C = \frac{27 \times N}{Y} \times D \times \$1.20$$

where N equals the number of students in excess of the maximum prescribed for the group weighted according to the following formula: the first student who exceeds the maximum shall count as 1 student, the second student who exceeds the maximum shall count as 1.25 students and any other student who exceeds the maximum shall each count as 1.5 students.

Y equals the following number, as the case may be:

- | | | |
|----|-------------------------------------|----|
| 1) | for preschool groups: | 18 |
| 2) | for elementary grade 1 groups: | 23 |
| 3) | for elementary grade 2 groups: | 25 |
| 4) | for other elementary school groups: | 27 |
| 5) | For secondary school groups: | 30 |

D equals the teaching time assumed for the student group by the teacher during a given portion of the school calendar.

The time is expressed in the number of hours at the preschool and elementary levels and in the number of 50-minute periods or the equivalent at the secondary level multiplied by the number of teaching days prescribed in the school calendar for which the excess situation exists divided by 5.

(example: 22 periods of 45 minutes = 19.8 periods of 50 minutes)

- c) The annual compensation to which the teacher is entitled shall be limited to:
- \$1 752 for the first student who exceeds the maximum prescribed;
 - \$2 190 for the second student who exceeds the maximum prescribed;
 - \$2 628 for any other student who exceeds the maximum prescribed.

APPENDIX XV

RETROACTIVE MONETARY READJUSTMENT RESULTING
FROM AN OFFICIAL ATTESTATION OF SCHOOLING

- A) The Board shall pay, if this has not already been done, to the teacher in its employ during the period between July 1, 1978 and June 30, 2010, with or without employment ties with the Board since July 1, 2010, the amounts that would be owing to him or her, subject to other obligations to pay contained in the collective agreements then applicable, if the Board had used the official attestation of the status of his or her schooling for classification purposes or the official attestation resulting either from a decision made by the Revision Committee or from a change in the rules of the *Manuel d'évaluation de la scolarité*.
- B) 1- Section A of this appendix shall not apply to teachers whose schooling was changed solely as a result of the application of the settlement agreement on the action in nullity¹, with the exception of those teachers involved in the action in nullity.
- 2- The second dash of clause 6-1.03 shall not apply to a modified rule added to the *Manuel d'évaluation de la scolarité* under the terms of the settlement agreement on the action in nullity. However, it does apply to teachers referred to in that agreement, namely:
- a) the teachers involved in the action in nullity;
 - b) the teachers whose request for revision was entered on the Revision Committee's roll on September 23, 1992, as of that date;
 - c) the teachers affected by the issuing of an attestation of schooling as of the date of the signing of the settlement agreement on the action in nullity.

The salaral or financial retroactivity applicable to the teachers referred to in subparagraphs b) and c) of the preceding paragraph cannot have any effect prior to August 22, 1991.

¹ P.G. du Québec c. comité de révision de la scolarité des enseignants et al., N° 200-05-003705-923.

APPENDIX XVI

LOAN OF SERVICES OF A TEACHER TO A COMMUNITY ORGANIZATION

The following provisions shall apply to the teacher who benefits from a loan of service to a community organization under clause 5-3.29.

1. The teacher shall benefit, for the duration of this contract, from a leave without loss of salary, including premiums for regional disparities if he or she continues to work in one of the sectors prescribed in Chapter 12-0.00 of the agreement, the foregoing according to the terms and conditions of payment prescribed in articles 6-8.00 and 6-9.00 of the agreement.
2. The provisions of Chapter 8-0.00 shall not apply to the teacher for the duration of the contract and shall be replaced by the provisions concerning the duties and responsibilities and workload prescribed in the organization for the group of employees to which he or she belongs. Overtime shall be paid by the organization.
3. Subject to the provisions of this appendix, the teacher shall be entitled, for the duration of the contract, to the benefits which he or she would have under his or her agreement if he or she were actually in the employ of the Board.
4. The teacher or the Board may terminate the contract by means of a 10-day written notice to the other party; in this case, the teacher shall return to the Board.
5. Upon his or her return, the teacher shall be reinstated in his or her sector, field and school, subject to the provisions concerning the movement of personnel and security of employment..

APPENDIX XVII

FEMINIZATION OF TEXT

These rules apply to the French text only.

APPENDIX XVIII PARENTAL RIGHTS (CHANGES)

In the event of changes to 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) pertaining to parental rights, it is agreed that the parties shall meet to discuss the possible implications of these changes on the current parental rights plan.

APPENDIX XIX**CERTIFICATE IN NORTHERN AND NATIVE EDUCATION**

The rules respecting the evaluation of schooling shall be revised to take into account undergraduate studies pursued by Inuit teachers after having obtained a Certificate in Northern and Native Education.

APPENDIX XX**SCHOOL CLOSING**

The teacher-by-the-lesson shall be remunerated for any period of teaching prescribed in his or her schedule which is cancelled due to a school closing for reasons beyond his or her control and for which he or she was entitled to remuneration.

APPENDIX XXI

TERMS AND CONDITIONS OF THE PROGRESSIVE RETIREMENT PLAN

AGREEMENT CONCLUDED

BETWEEN

THE KATIVIK SCHOOL BOARD

HEREINAFTER CALLED

THE BOARD

AND

SURNAME: _____ GIVEN NAME: _____

ADDRESS: _____

HEREINAFTER CALLED

THE TEACHER

SUBJECT: PROGRESSIVE RETIREMENT PLAN

1- Period Covered by the Progressive Retirement Plan

This agreement shall come into force on July 1, 20 __ and shall expire on June 30, 20 __ .

The agreement may expire on another date under the circumstances and according to the terms and conditions prescribed in clauses 5-19.17 and 5-19.18.

2- Time Worked

For the period covered by the agreement, the teacher's time worked shall be equal to the following percentage of the regular workweek for each of the years concerned:

for the school year _____ : _____%

for the school year _____ : _____%

for the school year _____ : _____%

for the school year _____ : _____%

for the school year _____ : _____%

Notwithstanding the preceding paragraph, the Board and the teacher may agree to change the percentage, provided that the time worked is not less than 40% of the regular workweek.

Paragraph 2 shall apply subject to the first paragraph of clause 5-19.07.

3- Other terms and conditions for applying the plan agreed to with the teacher

IN WITNESS WHEREOF, the parties herein have signed in _____ on this
_____ day of the month of _____ 20 ____.

For the Board

Teacher

APPENDIX XXII

**LETTER OF INTENT CONCERNING ADDITIONAL RESOURCES
FOR STUDENTS WITH HANDICAPS AND STUDENTS WITH
SOCIAL MALADJUSTMENTS OR LEARNING DISABILITIES**

Considering the students of Nunavik are entitled to quality education and to services comparable to those offered to students in all of Québec;

Considering the real needs of these students;

The Board shall, following the review of the special education policy, approach the Ministère in order to obtain additional resources for students with handicaps and students with social maladjustments or learning disabilities.

The objective sought is the ongoing allocation of additional human resources in the schools.

APPENDIX XXIII**LETTER OF AGREEMENT CONCERNING ORIENTATION
TRAINING AND IN-SERVICE TRAINING OF TEACHERS**

The parties recognize the importance that all personnel working in the schools of the Board become familiar with the various cultures.

The parties also recognize that all the new teachers should avail themselves of ongoing pedagogical support.

To this effect, the parties also undertake to refer the question to the professional development committee of the Board within 90 days of the signing of the agreement.

APPENDIX XXIV**LETTER OF AGREEMENT CONCERNING THE LODGING POLICY**

The parties recognize that adequate lodging enhances the well-being of teachers working in the territory of the Board.

The dwelling attributed to the teacher shall be, at the time of attribution, in good repair, clean and habitable. As for the teacher, he or she must keep the dwelling in the best condition possible, subject to normal wear, but will not be responsible for any deterioration beyond his or her control.

The repairs that are necessary and essential to enjoy the dwelling shall be carried out within a reasonable time taking into account the constraints inherent in the Northern and remoteness context.

The dwelling shall be attributed while taking into account the terms and conditions prescribed in the directive on dwelling units. Also, the teacher who has an adequate dwelling within the meaning of the directive on dwelling may not displace another employee but may move into a dwelling that is free or whose construction has just been completed, with the Board's consent.

Barring unforeseen circumstances, no teacher can be forced to share his or her dwelling or to share another employee's dwelling.

The Board shall revise the existing policy within 90 days of the signing of the agreement and, to that effect, undertakes to consult with the Union, in accordance with paragraph a) of clause 4-5.04 of the agreement.

APPENDIX XXV

PROTOCOL ON EDUCATIONAL SUCCESS

- . Considering that the overall social, economic and democratic development of Nunavik within Québec society is directly contingent on educational success;
- . Considering the necessity to intervene in order to ensure the educational success of the greatest number of students;
- . Considering the willingness of the Ministère, the Kativik School Board and the AENQ to work together to attain the objectives sought in this respect.

The parties agree as follows:

- 1- The Board recognizes that the participation of all its personnel is indispensable for a successful school. The teaching personnel shall be consulted, through the board committee, in developing a plan of action. Moreover, it is important to foster the participation of teaching personnel in the implementation of a plan of action in a school.
- 2- The Board agrees to inform the AENQ, through the board committee, of the progress of the review committee's work.
- 3- Once the board committee has studied the report of the review committee, it will make recommendations to the council of commissioners concerning educational success.
- 4- The board committee must be consulted concerning the implementation of the measures adopted by the council of commissioners dealing with educational success.
- 5- The board committee will be consulted concerning the implementation of measures promoting educational success at the Board level. At the local level, the school council will be consulted.
- 6- The AENQ will encourage its members to participate in the implementation of the plan of action.

APPENDIX XXVI

ARBITRATION OF GRIEVANCES

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 negotiating parties agree, while complying with the current arbitration procedures prescribed in the agreement, to implement 2 methods for settling grievances, namely: accelerated arbitration of a "small claims" nature and prearbitration mediation.

I- ACCELERATED ARBITRATION PROCEDURE OF A "SMALL CLAIMS" NATURE**1- Admissible grievances**

Any grievance may be referred to this procedure provided that the Board and Union explicitly agree to do so. In this case, a notice signed jointly by the authorized representatives of the parties, attesting the agreement, shall be forwarded to the records office.

2- Arbitrator

The arbitrator shall be appointed by the records office; he or she shall conduct an investigation, interrogate the parties and witnesses previously identified to the other party and may attempt to reconcile the parties at their request or with their consent.

3- Representation

Only an employee of the Board and an employee or an elected member of the Union may represent the parties.

4- Duration of hearing

In general, a hearing usually lasts one hour.

5- Award

The arbitration award must contain a brief description of the dispute and a summary of the reasons supporting its conclusion (no more than two pages). The decision may not be cited or used by anyone as regards the arbitration of any other grievance, unless the grievance is related to an identical dispute between the same board and the same union and deals with the same facts and clauses.

The arbitrator shall render his or her decision and shall send a copy to the parties within 5 working days of the hearing. The arbitrator shall file the signed original award at the records office.

6- Articles 9-1.00 and 9-2.00 shall apply, with the necessary changes, to the accelerated arbitration procedure prescribed in this appendix, except for clauses 9-2.04, 9-2.08, 9-2.11, 9-2.12, 9-2.13, 9-2.15, the first paragraph of 9-2.16, paragraphs A), B) and C) of clause 9-2.17, the first paragraph of clause 9-2.18 and clauses 9-2.23 and 9-2.24.**II- PREARBITRATION MEDIATION**

The Board and the Union may agree to proceed with prearbitration mediation in dealing with certain grievances. To this effect, the parties shall forward a joint notice to the records office indicating, where applicable, the name of the mediator chosen from the list of arbitrators prescribed in clause 9-2.03.

Only an employee of the Board and an employee or an elected member of the Union may represent the parties.

The mediator shall attempt to help the parties reach a settlement. If a settlement is reached, it shall be drafted and the mediator shall take note thereof. The settlement shall bind the parties. The mediator shall file a copy at the records office.

The records office shall file 2 certified copies at the labour commissioner-general's office.

The procedure shall apply for every group of grievances agreed to between the Board and the Union.

In the event that a number of grievances included in the prearbitration mediation process are unresolved, those remaining shall be dealt with according to the arbitration procedure agreed to between the parties.

The mediator cannot act as an arbitrator in any grievance not settled in the prearbitration mediation process.

The honoraria and expenses of the person who is mandated to act as a mediator shall be borne by the records office, as is the case of an arbitration mandate.

III- DURATION

Within 90 days prior to the expiry of this agreement, the parties agree to meet to proceed with a global evaluation of the results and to decide on any further measure resulting from this appendix.

APPENDIX XXVII

**LETTER OF AGREEMENT RELATIVE TO ASSIGNMENT
CRITERIA**

For the purposes of applying subparagraph 1) of paragraph A) of clause 5-1.04 and clause 5-4.03, the Board and the Union recognize that, for each position to be filled, the Board is able to establish its requirements with respect to the factors specified in clause 5-4.04 and the relative weight of each of them.

APPENDIX XXVIII

LIST OF SCHOOL BOARDS LOCATED IN THE TERRITORY OF THE REGIONAL OFFICES

Regional offices	School boards
Région 01 Du Bas-Saint-Laurent et de la Gaspésie–Îles-de-la-Madeleine	Chic-Chocs (des) Eastern Shores Fleuve-et-des-Lacs (du) Monts-et-Marées (des) Phares (des) Îles (des) Kamouraska–Rivière-du-Loup (de) René-Lévesque
Région 02 Du Saguenay–Lac-Saint-Jean	De La Jonquière Lac-Saint-Jean (du) Pays-des-Bleuets (du) Rives-du-Saguenay (des)
Région 03 De la Capitale-Nationale et de la Chaudière-Appalaches	Appalaches (des) Beauce-Etchemin (de la) Capitale (de la) Central Québec Charlevoix (de) Côte-du-Sud (de la) Découvreurs (des) Navigateurs (des) Portneuf (de) Premières-Seigneuries (des)
Région 04 De la Mauricie et du Centre-du-Québec	Bois-Francs (des) Chemin-du-Roy (du) Chênes (des) Énergie (de l') Riveraine (de la)
Région 05 De l'Estrie	Eastern Townships Hauts-Cantons (des) Région-de-Sherbrooke (de la) Sommets (des)
Région 06.1 De Laval, des Laurentides et de Lanaudière	Affluents (des) Laurentides (des) Laval (de) Pierre-Neveu Rivière-du-Nord (de la) Samares (des) Seigneurie-des-Mille-Îles (de la) Sir-Wilfrid-Laurier
Région 06.2 De la Montérégie	Grandes-Seigneuries (des) Hautes-Rivières (des) Marie-Victorin New Frontiers Patriotes (des) Riverside Saint-Hyacinthe (de) Sorel-Tracy (de) Trois-Lacs (des) Val-des-Cerfs (du) Vallée-des-Tisserands (de la)

Regional offices	School boards
Région 06.3 De Montréal	English-Montréal Kativik Lester-B.-Pearson Marguerite-Bourgeoys Montréal (de) Pointe-de-l'Île (de la)
Région 07 De l'Outaouais	Coeur-des-Vallées (au) Draveurs (des) Hauts-Bois-de-l'Outaouais (des) Portages-de-l'Outaouais (des) Western Québec
Région 08 De l'Abitibi-Témiscamingue et du Nord-du-Québec	Baie-James (de la) Crie Harricana Lac-Abitibi (du) Lac-Témiscamingue (du) Or-et-des-Bois (de l') Rouyn-Noranda (de)
Région 09 De la Côte-Nord	Estuaire (de l') Fer (du) Littoral (du) Moyenne-Côte-Nord (de la)

APPENDIX XXIX**LETTER OF AGREEMENT CONCERNING THE USE OF SICK DAYS**

For the purposes of applying clause 5-10.36, the Board and the Union agree that the banks of sick days prescribed for sick leaves may be used by the teacher for the necessary medical appointments in relation to his or her state of health for which it is impossible to obtain services in the territory of the Board. It is also agreed that the teacher is entitled to use these same banks of sick days, up to a maximum of 2 days per year, for travel directly related to such medical appointments.

APPENDIX XXX

LETTER OF AGREEMENT CONCERNING THE NATIONAL COMMITTEES

The parties undertake to meet, where applicable, to discuss the final recommendations of the following National Committees defined in Chapter 9-0.00 and in the appendices of the *convention collective des enseignantes et enseignants des commissions scolaires francophones* (E1), and their possible applications with regard to the teachers of the Kativik School Board:

- National Grievances and Arbitration Committee (*Comité national relatif aux griefs et à l'arbitrage*);
- Working Committee on the working conditions applicable to part-time teachers in penal institutions (*Comité de travail concernant les conditions de travail applicables aux enseignantes et enseignants à temps partiel dans les établissements pénitentiaires*);
- National Consultative Committee (*Comité national de concertation*).

APPENDIX XXXI

LETTER OF AGREEMENT REGARDING THE RIGHTS AND OBLIGATIONS BEYOND THE LEASE PRESCRIBED BY LAW

The parties agree that the following clauses form an integral part of the lease between the Board and the teacher:

- 1) The Board assumes the costs for electricity, heating, water supply, and waste water and garbage collection;
- 2) The teacher shall assume the cost of snow removal, except where necessary for the delivery of services prescribed in the foregoing paragraph;
- 3) The teacher has a right of access to the lot;
- 4) The lease is an accessory to the teacher's employment contract;
- 5) The teacher may not accommodate for remuneration any person other than an employee or representative of the Board. However this exception does not apply during cultural events or other special events in the community.

**APPENDIX XXXII SPECIFIC PROVISIONS CONCERNING THE TEACHERS
CLASSIFIED IN THE 20-YEAR ANNUAL SALARY SCALE
PRESCRIBED IN THE 2005-2010 AGREEMENT**

Whereas the Management Committee and the Union agreed to create a single annual salary scale in accordance with the agreement concluded between the parties on March 6, 2007, as part of the implementation of the pay equity program;

Whereas the parties undertook to start discussions as part of the renewal of the 2005-2010 agreement in order to agree on solutions concerning integration into this single salary scale of teachers classified in the 20-year annual salary scale prescribed in clause 6-5.04 of the 2005-2010 agreement, in accordance with the agreement letter number 1 signed on October 25, 2007;

Whereas under the 2010-2015 agreement, the teachers are integrated into a single salary scale, including those whose schooling is evaluated at 19 years or more;

Whereas in light of the above, certain transitional measures must be prescribed, as of the 141st workday of the 2010-2011 school year until the last workday of the 2014-2015 school year;

The parties agree on the following:

1. For the teacher classified in the 20-year annual salary scale prescribed in the 2005-2010 agreement, the salary in effect on the 140th workday of the 2009-2010 school year is increased, effective on the 141st workday of the 2009-2010 school year, by a percentage equal to 0.5%.

Scale¹	As of the 141st workday of the 2009-2010 school year
1	50 596
2	51 935
3	53 294
4	54 727
5	56 249
6	57 761
7	59 354
8	60 979
9	62 702
10	64 452
11	66 287
12	68 137
13	70 109
14	72 124
15	74 208

2. A teacher referred to in paragraph 1) shall be, as of the 1st workday of the 2010-2011 school year, integrated into the salary scale prescribed in clause 6-5.03 of the 2010-2015 agreement.
3. The integration prescribed in the previous paragraph is carried out as follows: the teacher is attributed the level corresponding to his or her experience increased by 8 levels in the salary scale prescribed in clause 6-5.03 of the 2010-2015 agreement.
4. The teacher who, on the day of the integration prescribed in article 2), was attributed level 1 in the 20-year salary scale and who is integrated into level 9 of the salary scale prescribed in clause 6-5.03 of the 2010-2015 agreement, maintains the salary that he or she had prior to integration into this scale, until the 140th workday of the 2010-2011 school year. The difference between the salary held and the salary determined in the scale is paid to him or her in the form of a lump sum.

¹ Such as defined in clause 1-1.17 of the 2005-2010 agreement.

Overscale teacher

5. The teacher who, on the day preceding the date of the integration prescribed in article 2) has a salary, on that date, in accordance with paragraph 1), higher than the maximum of the salary scale prescribed in clause 6-5.03 of the 2010-2015 agreement, maintains his or her salary until the 140th workday of the 2010-2011 school year and falls within the scope of the following provisions intended to protect, subject to the rules prescribed hereinafter, the salary that he or she would have received had there not been the integration into the salary scale prescribed in clause 6-5.03 of the 2010-2015 agreement:
 - a) the teacher whose salary, on the day preceding the date of increase in the salary scale is higher than the maximum of the salary scale prescribed in clause 6-5.03 of the 2010-2015 agreement, benefits, on the dates of increase in the salary scale (as from the 141st workday of the 2010-2011 school year), from a minimum increase that is equal to half the increase percentage applicable on the 141st workday of the period in question with respect to the preceding 140th workday;
 - b) the difference between, on the one hand, the salary that the teacher would have received had there been no integration into the salary scale prescribed in clause 6-5.03 of the 2010-2015 agreement and, on the other hand, the salary established in accordance with the preceding paragraph a), is paid to him or her in the form of a lump sum;
 - c) the provisions referred to in the preceding paragraphs a) and b) regarding the overscale teacher shall end when the latter's salary reaches the maximum of the salary scale prescribed in clause 6-5.03 of the 2010-2015 agreement, without however exceeding the last workday of the 2014-2015 school year. Subsequently, the teacher's salary is the one that appears at level 17 of the salary scale prescribed in clause 6-5.03 of the 2010-2015 agreement.
6. A lump sum included in the teacher's salary and which results from the application of this appendix, is distributed and paid at each paycheck on a prorata basis of the teacher's salary.

APPENDIX XXXIII

LETTER OF INTENT RELATIVE TO THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN

This appendix reproduces the letter of intent relative to the Government and Public Employees Retirement Plan dated and signed on July 9, 2010 and the modifications to this letter of intent dated and signed on October 28, 2010 between the government of Quebec, the Confédération des syndicats nationaux (CSN), the Fédération des travailleurs et des travailleuses du Québec (FTQ) and the Secrétariat intersyndical des services publics (SISP) on behalf of the union groups that they represent.

“ LETTER OF INTENT RELATIVE TO THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN**1. LEGISLATIVE MODIFICATIONS**

The government undertakes to adopt the required decrees and to propose to the National Assembly, for adoption, the legislative provisions enabling to introduce into the Act Respecting the Government and Public Employees Retirement Plan (RREGOP) the modifications prescribed in articles 2 to 7.

2. NUMBER OF SERVICE YEARS

The maximum number of credited service years which can be used to calculate the pension is increased. This maximum is gradually increased to reach 38 on January 1st, 2014. Subject to the following, these years guarantee the same benefits as those which precede them:

- As of January 1st, 2011, the number of service years credited for pension calculation purposes exceeding 35 must be worked or bought back service. No service buy-back prior to January 1st, 2011 can ensure that the service credited for pension calculation purposes exceeds 35 on January 1st, 2011.
- No retroactive measure is permitted. The service which exceeds 35 service years credited for pension calculation purposes prior to January 1st, 2011 cannot be recognized by mandatory contribution or by buy-back.
- The decrease in the applicable pension as from age 65 (RRQ coordination), does not apply to the service years credited for pension calculation purposes in excess of 35 years.
- A person who enjoys long-term salary insurance benefits cannot accumulate beyond 35 years that can be credited for pension calculation purposes.
- Any service completed, as of January 1st, 2011, beyond 35 credited service years is subject to contribution up to a maximum of 38 credited service years.

As regards revalorization of pension credits, increasing the maximum number of service years from 35 to 38 must not lead to an increase or decrease in the number of years which would be revalorized in the absence of this measure.

3. PENSION CREDITS

As of January 1st, 2011, the possibility of buying back prior service in the form of pension credits is abolished.

4. CONTRIBUTION FORMULA

As of January 1st, 2012, the contribution formula shall be modified based on the specifications described in appendix 1.

The compensation, such 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 those that he or she would pay if the 35% exemption for the MPE was maintained.

The total amount of compensations is calculated each year, no later than 9 months after the end of the calendar year, by CARRA; it constitutes a loss of contribution for the participants' fund. This loss of contribution is absorbed each year by the government which transfers, at the latest 3 months after CARRA's calculation, the required amount from the employers' contribution fund to the employees' contribution fund of RREGOP (fund 301).

5. 90-DAY BANK

Absences without pay which are not bought back and are post-January 1st, 2011 can no longer be granted without any cost at the time of retirement. However, absences without salary in consideration of parental leaves, and which are not bought back, may continue to be filled by the 90-day bank. The limit of 90 days keeps being applicable.

6. FREQUENCY OF ACTUARIAL VALUATIONS

The frequency of an actuarial valuation remains on a triennial basis. However, an update of the actuarial valuation is produced every year.

7. INDEXING CLAUSE

In the event that a surplus exceeding by more than 20% the actuarial liability concerning the benefits borne by the participants is identified by a triennial actuarial valuation whose assumption relevance has been confirmed by the consulting actuary or by an update of the latter, the indexing clause regarding the benefits, borne by the participants, payable to retirees in consideration of the service credited between June 30, 1982 and January 1st, 2000 is modernized on January 1st, after receipt of the actuary's report by the minister in the case of a triennial actuarial valuation or the following January 1st after an update of the latter, as long as the portion of this surplus which exceeds 20% of the actuarial liability enables to fully cover the modernization cost.

This cost corresponds to the difference, with respect to the service years credited between June 30, 1982 and January 1st, 2000, between the current value of the benefits which would be payable to retirees based on the indexing clause applicable for the service credited since January 1st, 2000 (CPI - 3% with a minimum of 50% of the CPI) and the current value of the benefits, borne by the participants, payable to retirees based on the indexing clause (CPI - 3%).

On January 1st of each following year, the modernization of the indexing clause remains in effect only if, after an update of the triennial actuarial valuation or after the minister receives the consulting actuary's report validating a new triennial actuarial valuation, a surplus exceeding by more than 20% the actuarial liability regarding the benefits under the participants' responsibility is observed and only if the portion of this surplus which exceeds 20% of the actuarial valuation enables to fully cover the modernization cost such as previously determined. It is understood that the benefit increased as a result of the modernized indexing granted during a year will not subsequently be reduced.

As regards the benefits, under the government's responsibility, payable to retirees in consideration of the service credited between June 30, 1982 and January 1st, 2000, the latter undertakes to discuss, when the aforementioned conditions are met, with the union associations referred to by this letter of intent, about the possibility of modernizing the indexing clause the same way as the latter is modernized with respect to the benefits under the participants' responsibility.

In the event that the benefits, under the government's responsibility, payable to retirees in consideration of the service credited between June 30, 1982 and January 1st, 2000, are not modernized, a transfer from the employees' contribution fund to the employers' contribution fund must be carried out in order to keep the benefits cost sharing prescribed by the law, given that the improvement applies only to the portion of benefits under the participants' responsibility. The amount to be transferred is established by CARRA on December 31 preceding the modernization of benefits, under the participants' responsibility, payable to retirees, using the method and assumptions of the most recent actuarial valuation. This amount is transferred in the months following the date on which CARRA evaluated the amount to be transferred.

8. CHANGES TO THE PENSION PLANS

Subject to the changes herein prescribed during the life of his agreement, no change to RREGOP can render the provisions less favourable to participating persons, except in the event of an agreement to this effect between the negotiating parties.

APPENDIX 1

CONTRIBUTION FORMULA

A- The participant's contribution to RREGOP is currently established based on the following formula:

a) if contributable Salary < 35% of MPE

Contribution = 0

b) if contributable Salary > 35% of MPE

Contribution = Rate A x (Contributable salary – 35% of MPE).

Where MPE : Maximum of admissible gains;

Rate A : The contribution rate applicable to the excess contributable salary over 35% of the MPE established by CARRA during the actuarial valuation.

B- As of January 1st, 2012, the contribution formula in A is replaced by:

a) if Contributable salary < 35% of MPE

Contribution = Rate B x [Contributable salary – Z% of MPE] – Compensation

Compensation = MAXIMUM [0 ; Rate B x (Contributable salary – Z% of MPE)]

b) if Contributable salary > 35% of MPE

Contribution = Rate B x [Contributable salary – Z% of MPE] – Compensation

Compensation = MAXIMUM [0 ; Factor x (MPE – Contributable salary)]

Where Rate B : The contribution rate applicable to the excess contributable salary over Z% of the MPE established by CARRA during the actuarial evaluation;

Z : Corresponds to 33 for 2012, 31 for 2013, 29 for 2014, 27 for 2015 and 25 for 2016;

Factor : A factor calculated annually by CARRA so that the contributions paid by contributors whose contributable salary is lower than the MPE are substantially the same as with the current contribution formula (point A).

**CHANGES
TO THE
LETTER OF INTENT RELATIVE TO THE GOVERNMENT AND PUBLIC EMPLOYEES
RETIREMENT PLAN
SIGNED ON JULY 9, 2010**

As part of the implementation of legislative provisions subsequently to the signing of the letter of intent, two changes are brought to the latter.

The first element is about the elimination of a situation in which a participant could not reach 38 credited service years. As a matter of fact, considering the administrative impacts in distinguishing the long-term salary insurance benefit from the short-term one, the reservation to the effect that “a person who enjoys a long-term salary insurance benefit cannot accumulate more than 35 years that can be credited for pension calculation purposes” is removed.

The second element consists in specifying more clearly the objective pursued by the parties with respect to elimination of the service recognized in the form of pension credits. The wording should rather read this way:

“As of January 1st, 2011, the possibility of having prior service recognized in the form of pension credits at RREGOP, RRE and RRF is abolished”.

APPENDIX XXXIV

**AT-RISK STUDENTS AND STUDENTS WITH HANDICAPS,
SOCIAL MALADJUSTMENTS OR LEARNING DIFFICULTIES**

This appendix is used as a guide and reference point for the school board and stakeholders.

I) At-Risk Students

At-risk students refer to preschool, primary or secondary level students who present vulnerability factors likely to influence their learning or behaviour and thus who may be at risk, in particular as regards school failure or socializing, if prompt action is not taken.

Particular attention should be given to at-risk students in order to determine the preventive or corrective measures to be offered to them.

At-risk students are not included in the wording “students with handicaps, social maladjustments or learning difficulties”.

II) Definitions

In this framework, the Ministry shall adopt, for the purpose of implementing the agreement, the following definitions regarding students with handicaps, social maladjustments or learning difficulties:

A) Students with social maladjustments or learning difficulties**1) The student who presents behaviour disorders is the one:**

whose psychosocial evaluation, carried out in collaboration by qualified personnel and by the persons concerned, with observation or systematic analysis techniques, reveals an important deficiency of the adjustment capacity which manifests itself by significant interaction difficulties with one or several elements of the school, social or family environment.

Those may be:

- overreaction to the environment’s stimuli (unjustified words and acts of aggression, bullying, destruction, persistent refusal of justified coaching ...);
- underreaction to the environment’s stimuli (expressions of excessive fear of new persons and situations, abnormal passivity, dependency and withdrawal behaviours ...).

The difficulties in interacting with the environment are considered significant, that is to say they require specific education services, insofar as they hinder the development of the youngster in question or of others despite the usual coaching measures taken for her or him.

The student with behaviour disorders frequently presents learning difficulties, because of a lack of persistency in doing his or her tasks, or a reduced listening and concentration ability.

2) The student with serious behaviour disorders associated with a psychosocial disability is the one:

whose overall functioning, evaluated by a multi-disciplinary team including a complementary services specialist, by means of systematic observation techniques and standardized evaluation instruments, presents the following characteristics:

- aggressive or destructive behaviours of an antisocial nature whose frequency has been high for several years;
- repetitive and persistent behaviours that obviously infringe the rights of other students or the social norms proper to an age group and which take the form of verbal or physical assaults, irresponsible acts and constant challenge to the authority.

The intensity and frequency of these behaviours are such that adapted teaching and systematic coaching are necessary. The student whose behaviour is evaluated on a standardized behaviour scale, departs by at least 2 typical steps from the average of youngsters of his or her age group.

The behaviour disorders considered here are such that they prevent the student from performing normal activities and, for the purpose of education services, the intervention of coaching and rehabilitation personnel is made mandatory during most of his or her presence in school.

3) The student with learning difficulties is:

a) in primary the one:

whose analysis of his or her situation shows that the remedial measures implemented by the teacher or by the other stakeholders during a significant period have not allowed the student to progress sufficiently in his or her learning to enable him or her to reach the minimum pass requirements for the cycle in the language of instruction or in mathematics in accordance with the Curriculum of the Quebec school;

b) in secondary the one:

whose analysis of his or her situation shows that the remedial measures implemented by the teacher or by the other stakeholders during a significant period have not allowed the student to progress sufficiently in his learning to enable him or her to reach the minimum pass requirements for the cycle in the language of instruction or in mathematics in accordance with the Curriculum of the Quebec school.

B) Students with handicaps

Pursuant to article 1 of the Education Act (R.S.Q., c. I-13.3), a student with handicaps is a student who matches the definition of “handicapped person” contained in article 1 of the Act to secure handicapped persons in the exercise of their rights with a view to achieving social, school and workplace integration (R.S.Q., c. E-20.1). The Act defines the “handicapped person” in the following way: “*any person with a deficiency causing a significant and persistent disability, who is liable to encounter barriers in performing everyday activities*”.

The definitions of students contained in this document enable to recognize as handicapped the students referred to in paragraphs B.1, B.2 and B.3 hereinafter and who meet the following 3 conditions:

- 1) have a disability diagnostic established by a qualified person;
- 2) present disabilities that limit or prevent their participation in education services;
- 3) require some support to function in the school environment.

The intervention plan shall take into consideration the diagnostics that often specify the origin of the limitations, the disabilities as well as the needs and abilities of the student in order to orient the choice of appropriate education services.

The student who is handicapped by multiple disabilities or difficulties is recognized in accordance with the definition that best corresponds to his or her characteristics and major limitations.

B.1 Students handicapped by a mild motor or organic disability or a linguistic disability

1.1 Mild motor or organic disability

1.1.1 Mild motor disability

The student has a mild motor disability when his or her neuromotor functional evaluation, performed by a specialist, shows one or several disorders or damages of a nervous, muscular or osteoarticular origin.

The student is said to be “*handicapped by a mild motor disability*” when the evaluation of his functioning shows, despite the help of technology, either of the following characteristics:

- difficulties in performing prehension tasks (manual dexterity);
- difficulties in performing everyday tasks (body care, eating);

- mobility limitations affecting travels.

These difficulties or limitations may be accompanied by difficulties in learning how to communicate.

These characteristics require special training and occasional support in the school environment.

1.1.2 Organic deficiency

The student handicapped by an organic disability is a student whose medical and functional evaluation shows one or several damages to the vital systems (breathing, blood circulation, urogenital system, etc.) leading to permanent organic disorders and having adverse effects on the student's performance.

The student is "*handicapped by an organic disability*" when functional disorders diagnosed with him or her show one of the following characteristics:

- needs for care integrated into the school schedule (frequent medication, insulin and control, nursing care);
- difficulties in learning curricula because of medical treatments (reduced focus, persistent pain, panic, reduced schedule);
- in certain cases, accessibility to certain locations is limited due to the nature of his or her illness;
- frequent absences, sometimes for long periods, resulting in academic retardation.

It is recognized that an organic disability has negative effects on a student's school performance when the latter's condition requires integration of care into the school schedule and adapted educational measures.

1.2 Linguistic disability

The student has a linguistic disability when his or her functioning, evaluated by a multidisciplinary team, using systematic observation techniques and appropriate examinations, enables to diagnose a severe dysphasia.

Severe dysphasia: severe and persistent language development disorder which limits in an important way verbal interactions, socialization and school learning.

This student is considered as a handicapped person when his or her functional evaluation reveals the presence of difficulties:

- that are quite obvious as regards:
 - . language evolution;
 - . verbal expression;
 - . cognitive-verbal functions;
- that are from moderate to severe as regards:
 - . verbal understanding.

The disorder in question is persistent and severe to the extent that it prevents the student from performing the school tasks normally proposed to youngsters of his or her age.

Therefore the student needs complementary services and an adapted education.

1.2.1 Severe linguistic disorder

For the sole purpose of applying article 8-8.00, a linguistic disorder is said to be severe when it is a deafness type, pragmatic-semantic type dysphasia, or a congenital or development dysphasia, the evaluation of which made by a multidisciplinary team shows severe effects as far as verbal understanding is concerned and a major verbal expression disorder.

B.2 Students handicapped by an average to high intellectual disability or by severe development disorders

2.1 Average to profound intellectual disability

The student who is handicapped due to an average to profound intellectual disability is a student whose evaluation of cognitive functions carried out by a multidisciplinary team by means of standardized tests, shows a general functioning that is clearly below average, and comes with adaptive behaviour disorders which manifest themselves at the beginning of the growth period.

2.1.1 Average to severe intellectual disability

An intellectual disability is qualified as “*average to severe*” when the functional evaluation of the student reveals that he or she presents the following characteristics:

- cognitive development limitations that restrict his or her learning abilities concerning some objectives of the curricula in regular classes and that require an adapted education or program;
- a limited functional status as regards personal and social autonomy resulting in a need for assistance in order to get organized in new activities or in a need for education in basic functional independence;
- more or less pronounced difficulties in sensory and motor development as well as in that of communication which may require an adapted intervention in these fields.

An intelligence or development quotient around 20-25 and 50-55 is usually the sign of an average to severe intellectual disability. The results of the standardized evaluation tests for cognitive functions can be transposed into development quotient by the following formula:

$$\text{development quotient} = \frac{100 \times \text{development age}}{\text{calendar age}}$$

2.1.2 Profound intellectual disability

An intellectual disability is qualified as “*profound*” when the functional evaluation of the student shows that he or she presents the following characteristics:

- important limitations in cognitive development that make it impossible to meet the objectives of the curricular in regular classes and that require the use of an adapted program;
- clearly limited perception, motor and communication skills, requiring individualized evaluation and stimulation methods;
- very low functional abilities as regards personal and social autonomy which results in a constant need for support in the performance of daily school tasks.

The functional evaluation of this student can also reveal that he or she presents physical, sensory disabilities as well as neurological, psychological disorders and a strong propensity to develop various diseases.

A development quotient below 20-25 is usually considered to be the sign of a profound intellectual disability. The results of the standardized evaluation tests for cognitive functions can be transposed into development quotient by the following formula:

$$\text{development quotient} = \frac{100 \times \text{development age}}{\text{calendar age}}$$

2.1.2 Profound intellectual disability

An intellectual disability is qualified as “*profound*” when the functional evaluation of the student shows that he or she presents the following characteristics:

- important limitations in cognitive development that make it impossible to meet the objectives of the curricular in regular classes and that require the use of an adapted program;
- clearly limited perception, motor and communication skills, requiring individualized evaluation and stimulation methods;
- very low functional abilities as regards personal and social autonomy which results in a constant need for support in the performance of daily school tasks.

The functional evaluation of this student can also reveal that he or she presents physical, sensory disabilities as well as neurological, psychological disorders and a strong propensity to develop various diseases.

A development quotient below 20-25 is usually considered to be the sign of a profound intellectual disability. The results of the standardized evaluation tests for cognitive functions can be transposed into development quotient by the following formula:

$$\text{development quotient} = \frac{100 \times \text{development age}}{\text{calendar age}}$$

2.2 Pervasive developmental disorders

The student who is handicapped by pervasive developmental disorders is the student whose overall functioning, evaluated by a multidisciplinary team of specialists, using systematic observation techniques, standardized tests in compliance with the diagnostics criteria of DSM-IV¹, leads to either of the following diagnoses:

Autistic disorder: set of dysfunctions appearing from the early age and characterized by the clearly abnormal or deficient development of social interaction and of communication and, in a pronounced way, by a restricted, repetitive and stereotyped inventory of activities, fields of interest and behaviour.

The autistic disorder manifests itself by several of the following specific limitations:

- an inability to establish relations with his or her buddies, important problems of integration into the group;
- a lack of aptitude for understanding concepts and abstractions, a limited understanding of words and gestures;
- specific language and communication problems: for some of these students, no language; for others, echolalia, inversion of pronouns, etc.;
- behavioural problems (hyperactivity or abnormal passiveness, crises, fears in ordinary situations or carelessness in hazardous situations, etc.);
- mannerism, stereotyped and repetitive gestures, etc.

¹ DSM-IV Diagnostic and Statistical Manual of Mental Disorders.

The Rett syndrome, the childhood disintegrative disorder, Asperger's syndrome and the non-specified pervasive developmental disorder are also considered as pervasive developmental disorders.

The disorders considered here are so serious that they prevent the student from performing regular tasks without continued support, depending on age and school environment.

2.3 Disorders belonging to psychopathology

The student who is handicapped by disorders belonging to psychopathology is the student whose overall functioning, evaluated by a multidisciplinary team of specialists, by means of systematic observation techniques, leads to the following diagnostic:

psychiatric disability reflected by a distortion in several development areas, including that of cognitive development.

The disorders in question present several of the following characteristics:

- disorganized behaviour, serious disturbance phases;
- serious emotional disorders, extreme confusion;
- distortion of reality, delirium and hallucinations.

The evaluation of this student's overall functioning must conclude that these developmental disorders lead to pronounced difficulties in adjusting to school life.

The developmental disorders considered here are so serious that they prevent the student from performing regular tasks without continued support, depending on age and school environment.

2.4 Student with an atypical disability

The student with an atypical disability is the student whose overall functioning evaluated by a multidisciplinary team of specialists reveals characteristics and limitations which correspond to none of the definitions adopted by the Ministry for its annual school population declaration on September 30.

The established diagnostics are specific and often quite rare. However, the limitations that these students have are so serious that they prevent them from performing regular tasks without continued support, depending on age and school environment.

B.3 Students handicapped by a serious physical disability

3.1 Serious motor disability

The student with a serious motor disability is the student whose neuromotor system evaluated by a specialist, reveals one or several disorders of a nervous, muscular or osteoarticular origin.

The student who is "*handicapped by a serious motor disability*" is the student whose functional evaluation reveals, despite the help of technology, one or the other of the following characteristics:

- serious functional limitations which may require specific training and regular assistance for the performance of daily activities;
- important mobility limitations (mobility and travel) which require specific help for motor development, as well as support when moving from a place to another, or a very specialized apparatus.

These limitations may be accompanied by important communication limitations which make it necessary to resort to compensating communication means.

These limitations make it necessary to have specific training and continuous support.

3.2 Visual disability

The student with a visual disability is the student whose oculo-visual evaluation carried out by means of tests given by a qualified specialist, reveals for each eye a visual acuity of no more than 6/21 or a field of vision lower than 60° in the 90° et 180° meridians, despite a correction with appropriate correcting lenses, excluding special optical systems and additions above + 4,00 diopters.

The student is handicapped by his or her visual disability when his or her functional evaluation reveals, despite the help of the technology used or in relation to the latter, one of the following characteristics:

- limitations concerning communication which can be reflected by:
 - . the need for appropriate material (good quality prints, sometimes enlarged for the functionally sighted student; Braille, embossed material, audio recordings for the functionally blind student);
 - . the need for exercises and occasional support for the use of his or her mechanical or electronic aid apparatus or an appropriate school material;
 - . the need to learn and resort to substitution codes in order to read and write (in the case of a functionally blind student);
 - . the need for an adapted teaching in order to understand certain concepts;
- limits to the participation in everyday activities that may require specific exercises, an adapted teaching or occasional assistance;
- limits to movement that may require a specific exercise, an adapted teaching or occasional assistance.

3.3 Hearing loss

The student with a hearing loss is the student whose hearing, evaluated by means of standardized tests or by a specialist, reveals an average hearing threshold above 25 decibels for pure sounds of 500, 1000 and 2000 hertz, perceived by the same ear.

The evaluation must also take into account the sound discrimination and the sound tolerance threshold.

The student is handicapped by a hearing loss when his or her functional evaluation reveals, despite the help of technology, one of the following characteristics:

- limits to learning and oral communication which can be reflected by:
 - . the need for specialized techniques for oral language learning;
 - . the need to learn and use substitution means of communication (lip reading, sign language, etc.);
 - . the need to resort to interpreters;
- difficulties in the field of cognitive development (gaps in concept forming) and oral language development leading to:
 - . the need for an adapted teaching;
 - . the need to fill learning gaps.

APPENDIX XXXV

LINGUISTIC QUALITY OF THE AGREEMENT'S TEXT

1. The parties have modified certain provisions of the agreement¹ with the sole purpose of improving its linguistic quality.
2. The substitution of new terms for those that were previously used cannot lead to changing the meaning of the provisions covered and to modifying the rights and obligations of the parties.
3. In case of divergence in interpreting a new term, the previously used vocabulary shall be referred to.

¹ See the tool entitled "Linguistic changes to the agreement", initialed on the effective date of the agreement.

APPENDIX XXXVI**REVISION OF THE LIST OF ARBITRATORS**

The parties agree to review the list of arbitrators prescribed in clause 9-2.03 of the Agreement.

Between the effective date of the Agreement and the concluding of an agreement between the parties to review this list, the one appearing in the Agreement keeps being applied. However, the persons whose name appears in clause 9-2.03 of the 2005-2010 agreement and who could act as arbitrators until March 30, 2010 can be appointed by the Greffe only upon agreement by the representatives of the national parties.

LETTER OF AGREEMENT

The parties to this agreement agree that the French language text produced by the CPNCSK in March 2007, comprising the texts identified with the symbol A1, on which the parties have agreed on June 19, 2006, the texts resulting from the amendments signed on March 13, 2007 identified by the symbols A2 and A3, as well as the texts regarding the salary, premiums and allowances and the parental rights prescribed in Appendix I of the Act¹, shall be the official legal document.

This text includes the spelling corrections, adjustments for reference purposes and date matchings which the parties have discussed and agreed to and which are consequential to the adaptations in view of article 5 of the Act¹.

**FOR THE MANAGEMENT NEGOTIATING
COMMITTEE FOR THE KATIVIK SCHOOL
BOARD (CPNCSK)**

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

Annie Grenier, President
CPNCSK

Johanne Fortier, President
FSE

Jean Beauchesne, Vice-President
CPNCSK

Manon Bernard, Vice-President
FSE

Patrick D'Astous, President
and spokesperson
AENQ

Lana Desmarchais, Negotiator
CSK

Nathaly Castonguay, Negotiator
FSE

Claude St-Charles, Negotiator
MELS

¹ Act respecting the conditions of employment in the public sector (2005, Chapter 43).