

**Agreement entered**

**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  
Syndicat des professionnelles et professionnels des commissions  
scolaires de l'Ouest de Montréal (SPPOM) represented by its  
bargaining agent, the Fédération des professionnelles et  
professionnels de l'éducation du Québec (FPPE)**

**2010-2015**

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

**Updated on October 2011**

## TABLE OF CONTENTS

CHAPTERS	TITLES	
<b>1-0.00</b>	<b>GENERAL PROVISIONS</b>	
1-1.00	Definitions .....	1
1-2.00	Interpretation and Nullity of a Clause .....	5
1-3.00	Appendices .....	5
1-4.00	Printing of the Agreement .....	5
1-5.00	Duration of the Agreement.....	5
<b>2-0.00</b>	<b>JURISDICTION</b>	
2-1.00	Field of Application.....	7
2-2.00	Recognition .....	8
<b>3-0.00</b>	<b>UNION PREROGATIVES</b>	
3-1.00	Union System.....	10
3-2.00	Deduction of Union Dues.....	10
3-3.00	Union Delegate .....	12
3-4.00	Leaves for Union Activities .....	13
	Section 1 Leaves for negotiation purposes at the provincial level .....	13
	Section 2 Long-term leaves for union activities .....	13
	Section 3 Leaves to participate in the FPPE or CSQ convention .....	14
	Section 4 Leaves for other union activities .....	14
	Section 5 Leaves to participate in a joint committee .....	16
	Section 6 Leaves related to the grievance and arbitration procedure or to a hearing of an administrative tribunal .....	16
	Section 7 Group professional activities and union meetings .....	16
	Section 8 General provisions .....	16
3-5.00	Premises .....	17
3-6.00	Posting and Distribution .....	17
3-7.00	Documentation .....	18
<b>4-0.00</b>	<b>CONSULTATION</b>	
4-1.00	General provisions .....	20
4-2.00	Labour Relations Committee .....	20
4-3.00	Professional Consultation .....	22

## II

4-4.00	Participation to the Advisory Parity Committee for Students with Handicaps, Social Maladjustments or Learning Disabilities (Kativik) .....	22
4-5.00	Participation to the Standing Local Committee (Students with Handicaps, Social Maladjustments or Learning Disabilities) .....	22
<b>5-0.00</b>	<b>EMPLOYMENT SYSTEM AND FRINGE BENEFITS</b>	
<b>PART I</b>	<b>EMPLOYMENT SYSTEM</b>	
5-1.00	Status upon Engagement .....	23
5-2.00	Regular Professional Position to be Filled .....	24
5-3.00	Engagement.....	25
5-4.00	Assignments.....	27
	Section 1 Assignment, reassignment and transfer .....	27
	Section 2 Temporary assignment to a senior staff position .....	29
5-5.00	Nonreengagement, Resignation and Breach of Contract .....	29
	Section 1 Nonreengagement .....	29
	Section 2 Resignation .....	30
	Section 3 Breach of contract.....	30
	Section 4 Maintaining membership to a professional corporation .....	31
5-6.00	Priority and Security of Employment .....	31
	Section 1 General provisions .....	31
	Section 2 Tenure .....	32
	Section 3 Reduction of personnel.....	32
	Section 4 Rights and obligations of the professional within the framework of priority of employment .....	34
	Section 5 Rights and obligations of the professional within the framework of security of employment.....	34
	Section 6 Move of a department or part of a department from Montréal to one of the localities situated in Nunavik.....	39
	Section 7 Moving expenses .....	43
	Section 8 Job contract (Contracting out) .....	44
	Section 9 Placement bureaus .....	44
	Section 10 Replacement of a nonbeneficiary professional by a beneficiary .....	44
5-7.00	Measures to Reduce Placement on Availability .....	45
5-8.00	Professional's File .....	46
5-9.00	Disciplinary Measures.....	47
<b>PART II</b>	<b>FRINGE BENEFITS</b>	
5-10.00	Life, Health and Salary Insurance Plans .....	48
	Section 1 General provisions .....	48
	Section 2 Basic health insurance plan.....	49
	Section 3 Complementary insurance plans to which the board does not contribute .....	52
	Section 4 Insurance Committee of the Centrale.....	52
	Section 5 Intervention of the Board .....	54
	Section 6 Standard life insurance plans .....	54
	Section 7 Salary insurance plan .....	54
	Section 8 Sick-leave days .....	57
	Section 9 Former banks of sick-leave days.....	59

### III

5-11.00	Health and Safety .....	59
5-12.00	Work Accidents and Occupational Diseases .....	60
5-13.00	Parental Rights .....	64
	Section 1 General provisions .....	64
	Section 2 Maternity leave .....	65
	Section 3 Special leaves regarding pregnancy and breastfeeding .....	71
	Section 4 Other parental leaves .....	72
	Section 5 Leave for adoption and leave of absence without salary with a view to adopt.....	75
	Section 6 Leave of absence without salary and part-time leave of absence without salary for maternity, paternity or adoption purposes .....	79
	Section 7 Miscellaneous provisions .....	81
5-14.00	Nondiscrimination .....	82
5-15.00	Equal Opportunity .....	82
5-16.00	Psychological Harassment .....	83
5-17.00	Employee Assistance Program .....	84
<b>6-0.00</b>	<b>REMUNERATION</b>	
6-1.00	Annual Salary Rates and Scales .....	85
6-2.00	Provisions Concerning Remuneration .....	93
6-3.00	Recognition of Experience upon Engagement.....	97
6-4.00	Recognition of Schooling .....	97
6-5.00	Placement of the Professional upon Engagement.....	98
6-6.00	Placement of the Professional in the Event of a Transfer.....	98
6-7.00	Placement on the Date of the Coming into Force of the Agreement .....	98
6-8.00	Classification .....	99
6-9.00	Addition of New Employment Groups to the Classification Plan during the Agreement .....	99
6-10.00	Advancement in Step.....	100
6-11.00	Payment of Salary.....	101
<b>7-0.00</b>	<b>FRINGE BENEFITS RELATED TO WORKING CONDITIONS</b>	
7-1.00	Seniority .....	103
7-2.00	Leave for Education-Related Activities.....	103
7-3.00	Leaves of Absence without Salary .....	104
7-4.00	Special Leaves.....	105
7-5.00	Nonworking Days with Pay.....	107
7-6.00	Public Office .....	108

## IV

7-7.00	Vacation .....	109
7-8.00	Travel Expenses .....	110
7-9.00	Technological Changes .....	110
7-10.00	Professional Improvement .....	111
	Section 1 General provisions concerning professional improvement .....	111
	Section 2 Organization of professional improvement.....	112
<b>8-0.00</b>	<b>WORK SYSTEM</b>	
8-1.00	Working Time .....	113
8-2.00	Work Schedule.....	113
8-3.00	Overtime.....	114
8-4.00	Regulations Concerning Absences .....	114
8-5.00	Extent of Responsibility .....	115
8-6.00	Professional Responsibility.....	115
8-7.00	Civil Responsibility .....	115
8-8.00	Practice of the Profession.....	116
8-9.00	Evaluation of Professional Activities.....	116
<b>9-0.00</b>	<b>GRIEVANCES AND DISAGREEMENTS</b>	
9-1.00	Procedure for Settling Grievances .....	118
9-2.00	Arbitration .....	119
9-3.00	General Provisions.....	124
9-4.00	Disagreements .....	124
<b>10-0.00</b>	<b>REGIONAL DISPARITIES</b>	
10-1.00	Definitions .....	125
10-2.00	Premiums .....	126
10-3.00	Other Benefits .....	127
10-4.00	Outings .....	129
10-5.00	Reimbursement of Transit Expenses .....	130
10-6.00	Death.....	130
10-7.00	Food Transportation .....	131
10-8.00	Lodging .....	131

<b>APPENDICES</b>	<b>TITLES</b>	
Appendix A	Contract of Engagement.....	133
Appendix B	Moving Expenses.....	134
Appendix C	Grievance Form .....	136
Appendix D	Leave with Deferred Salary .....	137
Appendix E	Feminization of Texts.....	143
Appendix F	Progressive Retirement Plan .....	144
Appendix G	Professionals Beneficiaries of the James Bay and Northern Québec Agreement Assigned to Montréal .....	148
Appendix H	Locality of Montréal.....	150
Appendix I	List of School Boards Located in the Territory of the Regional Offices .....	151
Appendix J	Employment and Conditions of Employment of Professionals of the Kativik School Board.....	153
Appendix K	Arbitration of Grievances .....	154
Appendix L	Specific Terms and Conditions Applicable to the Professionals with an Employment Group concerned by a Salary Adjustment resulting from the Application of Pay Equity.....	156
Appendix M	Linguistic Quality of the Agreement.....	157
Appendix N	Letter of Intent concerning the Government and Public Employees Retirement Plan and Admendments to the Letter of Intent concerning the Government and Public Employee Retirement Plan Signed on July 9, 2010.....	158
Appendix O	Review of the list of arbitrators .....	162

## **LETTERS OF AGREEMENT**

Letter of Agreement # 1	Interpretation of the expression "where applicable" when used in conjunction with the role of the Education Committee.....	163
Letter of Agreement # 2	Integration of Agreements and Regulations of Provincial Committees .....	164
Letter of Agreement # 3	Integration of Agreements Concluded at the Provincial Level.....	165
Letter of Agreement # 4	Family Responsibilities .....	166

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

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

**1-1.02 Assignment**

Position to which a professional is appointed.

**1-1.03 Year of service**

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

**1-1.04 Year of experience**

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

**1-1.05 School year**

Refers to the 12 months extending from July 1 of one year up to and including June 30 of the following year.

**1-1.06 Centrale or CSQ**

The Centrale des syndicats du Québec.

**1-1.07 Placement**

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

**1-1.08 Classification**

The employment group to which a professional belongs.

**1-1.09 Education Committee**

Education Committee of a locality as defined in the James Bay and Northern Québec Agreement as well as in section 657 of the *Education Act for Cree, Inuit and Naskapi Native Persons* (R.S.Q., c. I-14).

**1-1.10 Management Negotiating Committee for the Kativik School Board (CPNCSK)**

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

**1-1.11 Board**

The Kativik School Board.



**1-1.12 Spouse**

Spouses means persons:

- a) who are related by marriage or civil union and cohabiting; or
- 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 married or living in a conjugal relationship, upon a de facto separation for a period exceeding 3 months.

**1-1.13 The James Bay and Northern Québec Agreement**

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

**1-1.14 Employment group**

One of the employment groups prescribed in the Classification Plan defined in clause 1-1.31.

**1-1.15 Union delegate**

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

**1-1.16 Regional office**

One of the regional offices listed in Appendix I.

**1-1.17 Step**

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

**1-1.18 Fédération or FCSQ**

The Fédération des commissions scolaires du Québec.

**1-1.19 FPPE**

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

**1-1.20 Function**

All the duties assigned to the professional that are in keeping with the characteristic duties of one or several employment groups.

**1-1.21 Grievance**

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

**1-1.22 Working days**

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

**1-1.23 Disagreement**

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

**1-1.24 Ministère**

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

**1-1.25 Minister**

The Minister of Education, Recreation and Sports.

**1-1.26 Transfer**

Transfer of a professional to a different employment group.

**1-1.27 Local parties**

The Board and Union bound by the Agreement.

**1-1.28 Parties at the provincial level**

The Management Committee and the Centrale.

**1-1.29 Management group at the provincial level**

The Management Committee (CPNCSK).

**1-1.30 Union group at the provincial level**

The Centrale on behalf of the Syndicat des professionnelles et professionnels des commissions scolaires de l'Ouest de Montréal, represented by its bargaining agent, the Fédération des professionnelles et professionnels de l'éducation du Québec (CSQ).

**1-1.31 Classification Plan**

Document from the Ministère and the Fédération entitled "CLASSIFICATION PLAN, PROFESSIONAL PERSONNEL, FRENCH-LANGUAGE SCHOOL BOARD", February 2011 edition, including the changes made by the Management Negotiating Committee for the Kativik School Board on October 1, 2009.

**1-1.32 Position**

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

**1-1.33 Vacant position**

Position with no incumbent not filled or abolished by the Board.

**1-1.34 Professional**

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

**1-1.35 Full-time professional**

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

**1-1.36 Part-time professional**

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

**1-1.37 Professional in training**

A professional who does not meet the requirements of his or her position at the time of hiring and whose continued employment with the Board is dependent on his or her active participation in and successful completion of a training program which enable him or her to meet the requirements of his or her position with the Board.

**1-1.38 Reassignment**

A change of position within the same employment group.

**1-1.39 Union representative**

Any person designated by the Union to perform union duties.

**1-1.40 Education sector**

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

**1-1.41 Public and parapublic sectors**

School boards, colleges or institutions within the meaning of the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors* (R.S.Q., c. R-8.2) as well as government agencies subject to the Act and the civil service of Québec.

**1-1.42 Trainee**

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

**1-1.43 Union**

The Syndicat des professionnelles et professionnels de l'Ouest de Montréal, association accredited under the *Labour Code* (R.S.Q., c. C-27) and bound by the Agreement.

**1-1.44 Hourly rate**

Salary divided by 1 826.3.

**1-1.45 Salary**

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

**1-1.46 Total salary**

The total remuneration in legal currency to be paid to the professional under the Agreement.

**1-1.47 Bargaining unit**

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

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

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

**1-2.02**

Each clause of the Agreement shall be interpreted in relation to the other clauses of the agreement by attributing to each the meaning which arises from the entire Agreement.

**1-2.03**

For the purpose of drafting the Agreement, the parties have agreed to use the masculine and feminine genders. The rules they have established for a nonsexist style of writing may be found in Appendix E.

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

**1-2.04**

For the purpose of the Agreement, the use of a fax shall constitute, in every case, a valid method for forwarding a written notice.

**1-3.00 APPENDICES****1-3.01**

The appendices are an integral part of the Agreement, unless provided otherwise.

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

The cost of printing or photocopying the Agreement shall be assumed by the Management Committee; it shall provide the FPPE with 20 copies of the Agreement in Inuttitut, 35 copies in French and 35 copies in English. Moreover, the Management Committee shall provide each professional with a copy and it shall ensure the distribution.

**1-4.02**

The text of the Agreement shall be translated into English and Inuttitut at the expense of the Management Committee. The English and Inuttitut versions respectively must be made available to anglophone and Inuit professionals as quickly as possible.

**1-4.03**

The French version shall constitute the only official text of the Agreement for interpretation purposes.

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

The Agreement shall come into force on the day of signature and shall have no retroactive effect except where otherwise specified.

**1-5.02**

The Agreement shall expire on March 31, 2015. At that time, its provisions shall continue to apply until the coming into force of a new Agreement.

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

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

**2-1.02**

The Agreement shall not apply to trainees.

**2-1.03**

The Agreement shall apply to the professional in training as defined in clause 1-1.37. However, unless the Agreement specifically stipulates otherwise, the following provisions shall not apply to the professional in training.

- a) 3-3.00 Union delegate
- b) 3-4.00 Leaves for union activities with the exception of sections 6, 7 and 8
- c) 5-5.00 Section 1 - Nonreengagement
- d) 5-6.00 Priority and security of employment
- e) 5-7.00 Measures to reduce the placement on availability
- f) 8-9.00 Evaluation of professional activities

**2-1.04**

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

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

**2-1.05**

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

- a) long-term leaves for union activities;
- b) priority and security of employment;
- c) public office;
- d) extension of maternity leave, paternity leave or leave for adoption except for the extension prescribed in paragraph B) of clause 5-13.33.

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

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

**2-1.06**

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

- a) union dues;
- b) engagement for clauses 5-3.04 to 5-3.10;
- c) health and safety;
- d) parental rights according to the conditions prescribed in article 5-13.00, if he or she is engaged for 3 months or more;
- e) nondiscrimination;
- f) equal opportunity;
- g) psychological harassment;
- h) salary in proportion to the hours worked;
- i) payment of salary;
- j) recognition of experience upon engagement;
- k) recognition of schooling;
- l) placement except that resulting from a transfer;
- m) travel expenses;
- n) duration of the workweek and overtime;
- o) regulations concerning absences;
- p) extent of responsibility;
- q) professional responsibility;
- r) practice of the profession;
- s) civil responsibility;
- t) procedure for settling grievances and arbitration as regards the rights recognized under this clause;
- u) benefits for regional disparities according to the conditions prescribed in Chapter 10-0.00.

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

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

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

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

This recognition shall apply in particular to the conclusion of local arrangements.

**2-2.02**

The Board and the Union shall recognize the mandates and duties of the Education Committees determined in the James Bay and Northern Québec Agreement and in the *Education Act for Cree, Inuit and Naskapi Native Persons* (R.S.Q., c. I-14) for the purpose of assuming the responsibilities and rights which certain clauses delegate specifically to them.

**2-2.03**

The Board and the Union shall recognize the parties at the provincial level for the purpose of assuming, on their behalf, the responsibilities specifically delegated to them by certain clauses of the Agreement.

**2-2.04**

The Board must consult the Labour Relations Committee or the Union before a special agreement between a professional and the Board may come into force.

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

**2-2.05**

If a higher court (Superior Court, Court of Appeal, Supreme Court) finds a provision of the Agreement discriminatory, the parties at the provincial level shall agree to meet within the framework of article 9-4.00.



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

Every professional who is a member of the Union must so remain for the duration of the Agreement, subject to the provisions of clause 3-1.04.

**3-1.02**

Every professional who is not a member of the Union and later becomes one must so remain for the duration of the Agreement, subject to the provisions of clause 3-1.04.

**3-1.03**

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

The Board shall forward to the Union the form signed by the professional within 15 days of the professional's entry into service.

If the Union accepts his or her application, the professional must remain a member of the Union for the duration of the Agreement, subject to the provisions of clause 3-1.04.

**3-1.04**

Neither the refusal of acceptance of a membership application of a professional by the Union, nor expulsion or resignation of a professional from the Union shall in any way affect his or her employment ties as a professional.

**3-1.05**

The Union and the Board may, by agreement, use certain technological means such as telephone conferencing, video conferencing or other communication means to facilitate the Union's discussions and representations on behalf of its members working in the territory of Nunavik.

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

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

**3-2.02**

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

**3-2.03**

Every notice of deduction shall come into force on the 30<sup>th</sup> day after the Board receives it in the case of regular dues or on the 60<sup>th</sup> day after the Board receives it in the case of special dues.

**3-2.04**

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

- a) the amount or rate of the regular or special union dues;
- b) the date of the first deduction, subject to clause 3-2.03;

- c) the number of consecutive pays over which the dues will be distributed;
- d) the name and address of the collection agent.

### 3-2.05

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

### 3-2.06

The cheque must include a stub containing the following information:

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

### 3-2.07

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

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

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

### 3-2.08

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

### 3-2.09

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

### 3-2.10

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

**3-2.11**

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

**3-2.12**

If the Union has appointed a collection agent, the Board shall forward a copy of the accompanying stub described in clause 3-2.06 to the Union and to the union delegate at the same time as to the collection agent.

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

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

His or her duties, among others, shall be:

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

**3-3.02**

The Union may appoint an assistant union delegate to perform the duties of the union delegate in his or her absence and an additional assistant union delegate for the localities situated in Nunavik. The assistant union delegates must be professionals employed by the Board.

The assistant union delegates may, in the absence of the union delegate, represent the Union in dealings with the Board in the same capacity as the union delegate; in this case, the assistant union delegate shall benefit from all the rights that the Agreement confers on the union delegate.

**3-3.03**

The Union shall inform the Board in writing of the name of its delegate and his or her assistant or assistants within 30 days of their appointment and shall inform the Board of any change without delay. The Union shall designate among the assistant union delegates the one who will act in the absence of the union delegate.

**3-3.04**

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

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

If it becomes necessary for the union delegate or, in his or her absence, the assistant union delegate to leave work in order to perform his or her duties, he or she may do so after having given prior written notice to his or her immediate superior. Barring uncontrollable circumstances or unless there is an agreement to the contrary, the written notice must be given 24 hours in advance. Every absence shall be deducted from the bank of days for union activities prescribed in clause 3-4.12 and shall be reimbursed according to the terms prescribed herein.

### **3-3.05**

In his or her dealings with the Board or its representatives, the union delegate or, in his or her absence, the assistant union delegate may be accompanied by a union representative. However, barring uncontrollable circumstances, the Board must be informed at least 24 hours prior to the meeting whether the union delegate or assistant union delegate will be accompanied.

If the person who accompanies the union delegate or assistant union delegate is also a professional in the Board, his or her absence shall be deducted from the bank of days for union activities prescribed in clause 3-4.12 and shall be reimbursed according to the terms prescribed herein.

## **3-4.00 LEAVES FOR UNION ACTIVITIES**

### **Section 1 Leaves for negotiation purposes at the provincial level**

#### **3-4.01**

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

### **Section 2 Long-term leaves for union activities**

#### **3-4.02**

The Union or the FPPE shall obtain, upon a written request to this effect to the Board at least 30 days in advance, the full-time leave of a professional who is an elected member of the executive committee of the Union, of the FPPE or of the CSQ. In this case, the Union must determine beforehand the exact duration of the leave and shall so inform the Board.

Notwithstanding the preceding paragraph, the professional shall return to the service of the Board upon a written 30-day notice to the Board. However, should the return occur between September 1 and May 1, the notice shall be of 60 days.

#### **3-4.03**

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

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

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

#### **3-4.04**

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

**3-4.05**

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

**3-4.06**

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

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

In conjunction with the triennial FPPE or CSQ convention, the Union shall obtain permission in order to allow the professionals who are delegates to attend as official delegates of the Union and to be absent from work without loss of salary or reimbursement by the Union up to:

- a) 4.5 working days every 3 school years if the bargaining unit has fewer than 100 professionals;
- b) 9 working days every 3 school years if the bargaining unit has 100 professionals or more.

**3-4.08**

Every absence prescribed in this section shall be preceded by a written request which must contain the name of the professional or professionals for whom the absence is requested as well as the duration and location of the union activity concerned.

The competent authority shall agree to the absence if the request is made at least 2 working days prior to the absence foreseen. If it is not, the absence must be authorized by the competent authority.

Notwithstanding the preceding paragraph, the Board may refuse to grant the leave if it requires a modification to prearranged travel plans of the professional or if it prevents him or her from attending a meeting the date of which was planned prior to the request for the leave.

**3-4.09**

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

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

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

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

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

#### **3-4.11**

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

The absences shall be granted by the Board up to the number of working days prescribed in clause 3-4.12, for all the professionals in the bargaining unit.

#### **3-4.12**

The Union shall reimburse to the Board, within 90 days of the forwarding of a detailed statement to the Union for each day of absence prescribed in section 4, 50% of the salary of the professional who is absent up to the number of days provided hereinafter:

- a) if the bargaining unit has fewer than 16 professionals: 17 days per school year;
- b) if the bargaining unit has between 16 and 49 professionals: 34 days per school year;
- c) if the bargaining unit has between 50 and 74 professionals: 42 days per school year;
- d) if the bargaining unit has between 75 and 99 professionals: 50 days per school year;
- e) if the bargaining unit has between 100 and 159 professionals: 72 days per school year;
- f) if the bargaining unit has between 160 and 399 professionals: 90 days per school year;
- g) if the bargaining unit has over 400 professionals: 110 days per school year.

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

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

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

#### **3-4.13**

When the number of days prescribed in clause 3-4.12 is reached, a professional must obtain the permission of the Board to be absent to carry out a union mandate under clause 3-4.11.

#### **3-4.14**

Any absence prescribed in this section shall be preceded by a written request including the name of the professional or professionals for whom the absence is requested as well as the duration and location of the union activity concerned.

The competent authority shall agree to the absence if the request is made at least 2 working days prior to the absence foreseen. If it is not, the absence must be authorized by the competent authority.

Notwithstanding the foregoing, the Board shall not be required to authorize the absence in the case where it would cause the professional to be absent from a planned meeting in his or her schedule or alter or shorten his or her participation in a trip already planned by his or her department.

**Section 5 Leaves to participate in a joint committee****3-4.15**

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

The immediate superior of each authorized representative must be informed in writing in advance by the latter of the name of the committee concerned and of the anticipated duration of the meeting. If it involves a provincial meeting, a 72-hour notice shall be required.

**Section 6 Leaves related to the grievance and arbitration procedure or to a hearing of an administrative tribunal****3-4.16**

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

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

**3-4.17**

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

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

**3-4.18**

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

**Section 7 Group professional activities and union meetings****3-4.19**

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

**3-4.20**

Every union meeting must be held outside regular working hours.

**Section 8 General provisions****3-4.21**

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

**3-4.22**

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

**3-5.00 PREMISES****3-5.01**

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

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

**3-5.02**

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

**3-5.03**

The Board shall provide an available room, if any, for union secretariat, subject to the terms and conditions to be agreed upon by the Board and the Union.

The use of such a room may be withdrawn for administrative or pedagogical reasons upon a 15-day notice by the Board to the Union. In such a case, the Board shall provide another available room, if any, according to the terms and conditions to be agreed upon by the Board and the Union.

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

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

**3-6.02**

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

**3-6.03**

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

**3-6.04**

The Union may distribute any document to the professionals by placing it in their offices or in their mail boxes.

**3-6.05**

The Union may use the internal mail service or e-mail already established by the Board within its territory. The service shall be free of charge to the Union insofar as the Board does not incur additional expenses as a result of the utilization of the service by the Union; if such is not the case, the Union must pay the Board any additional costs incurred by the utilization of the internal mail service. It is understood that e-mail must be used outside the professional's regular schedule only.



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

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

Moreover, the Board and the Union may reach an agreement whereby fax and telephone equipment is placed at the disposal of the Union according to the terms and conditions that they establish.

### **3-6.06**

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

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

It is up to the Union to 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 relevant documents.

### **3-7.00 DOCUMENTATION**

#### **3-7.01**

The Board shall forward to the Union, in 2 copies, before October 31 of each year, the list of professionals indicating for each:

- a) his or her name at birth and given name;
- b) date of birth;
- c) sex;
- d) address;
- e) social insurance number;
- f) telephone number;
- g) date of entry into service with the Board;
- h) date on which he or she began his or her services as a professional with the Board;
- i) placement;
- j) salary;
- k) status of engagement;
- l) the employment group to which he or she belongs and, where applicable, the sector of activities of his or her employment group;
- m) his or her department;
- n) principal place of work;
- o) number of hours in relation to the regular workweek;
- p) duration of a long-term absence or leave;
- q) place of work and function assigned to the professional on availability;
- r) the statement of sick-leave days to his or her credit on the preceding June 30;
- s) identification of the pension plan.

The Board may agree with the Union to provide the latter with any additional information or document which may be required for the application of the Agreement.

**3-7.02**

The Board shall provide the Union and the union delegate with the following information on a monthly basis:

- a) the names of new professionals, their date of entry into service and the information prescribed in clause 3-7.01;
- b) the names of professionals who are leaving the Board and the date of departure;
- c) the names of professionals reassigned, transferred or assigned temporarily to a senior staff position, the new assignment and the effective date of the change;
- d) the changes of address and telephone number brought to its attention;
- e) the names of professionals on a leave without salary of over one month, a disability leave or a maternity leave, indicating the duration and the Board shall provide any information concerning any extension of leave.

**3-7.03**

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

The Board shall also forward to the Union and to the union delegate a copy of the agenda and minutes of the meeting of the council of commissioners or of the executive committee at the same time as it forwards them to the Education Committees in each of the localities of Nunavik.

**3-7.04**

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

**3-7.05**

The Union shall be entitled to all the rights provided under the *Act respecting access to documents held by public bodies and the protection of personal information* (R.S.Q., c. A-2.1) as regards the consultation of the minute book of the Board.

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

Each time the Board has to consult a professional, a group of professionals or the Union on a subject covered by the Agreement, the Board shall follow the following steps:

- a) it shall provide the pertinent information to the other party in a timely fashion;
- b) it shall provide the other party with a reasonable amount of time to think about the subject;
- c) and it shall provide the other party the opportunity to express its point of view.

The information may be transmitted by means of a support available to all parties and at reasonable cost.

**4-1.02**

Beyond the obligations to transmit information or documents specifically prescribed in the Agreement, the transmission of information pertinent to the application of a specific clause shall be first and foremost the responsibility of the party requesting its application.

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

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

**4-2.02**

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

**4-2.03**

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

**4-2.04**

The Board must, before making a decision or taking action concerning one of the subjects mentioned hereinafter, consult the Labour Relations Committee; in order to do so, it must convene the committee at least 6 days in advance, unless there is an agreement to the contrary between the parties, indicate in the notice of meeting the subject or subjects which must be discussed during the meeting and forward with the notice of meeting information relevant to the consultation:

- a) a grievance;
- b) the distribution of the nonworking days with pay;
- c) the arrival of trainees and of professionals in training;
- d) the problems resulting from the exercise of a public office;
- e) granting of a leave without salary;
- f) the consequences of a disruption or interruption of the operation of the Board;
- g) any issue concerning the exclusivity of services of a regular full-time professional during his or her regular workweek;
- h) change, withdrawal or addition of a sector of activity in keeping with the Classification Plan;
- i) the approval of a policy or directive affecting a professional's working conditions;

- j) the move to one of the localities of Nunavik described in subparagraph c) of clause 10-1.01 of a department or part of a department if it affects the services and working conditions of professionals;
- k) any other issue determined by an agreement between the Board and the Union.

**4-2.05**

Minutes must be drawn up and translated after each meeting and sent to the appropriate decision-making authority. The Board shall assume the translation costs.

**4-2.06**

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

**4-2.07**

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

**4-2.08**

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

**4-2.09**

At a meeting of the Labour Relations Committee, each party may call upon a resource person whose presence is necessary to discuss a subject on the agenda, provided that it advise the other party of the name of the resource person at least 2 working days in advance. If the person is a professional of the Board called upon by the Union to be absent from work, his or her absence shall be deducted from the bank of leaves for union activities prescribed in clause 3-4.12 and he or she shall be reimbursed according to the terms and conditions prescribed herein.

**4-2.10**

At the Union's request to this effect at least 5 working days in advance and according to the policy in effect at the Board, the Board shall assume, for meetings of the Labour Relations Committee, the travel expenses of a maximum of 3 union representatives to attend a maximum of 3 meetings of this Committee per year, provided the travel expenses are incurred between the place of assignment of a union representative on the committee and the location where the meeting is held.

The meetings of the Labour Relations Committee shall be held by videoconferencing, unless the Board and the Union agree otherwise.

The Board shall determine the location of each Labour Relations Committee meeting.

**4-2.11**

The professional whose case is on the agenda of the Labour Relations Committee is so notified in writing by the Board. The professional may, at his or her request, present his or her case to the Labour Relations Committee.

**4-2.12**

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

**4-2.13**

This article shall not prevent the Union or the professional from availing themselves of the grievance procedure when the Agreement grants the right.

**4-3.00 PROFESSIONAL CONSULTATION****4-3.01**

The Board shall consult the professionals concerned on the development or modification of a school board policy, regulation or directive concerning matters of an educational nature, namely, the promotion or placement of students or any other matter of an educational nature agreed to by the Board and the Union. The Board shall establish the terms and conditions of the consultation and shall inform the Union prior to the consultation.

**4-4.00 PARTICIPATION TO THE ADVISORY PARITY COMMITTEE FOR STUDENTS WITH HANDICAPS, SOCIAL MALADJUSTMENTS OR LEARNING DISABILITIES (KATIVIK)****4-4.01**

In the event the Board should create or maintain such a committee, the Union shall designate, among the professionals usually working with these students at the Board, a representative to the Advisory Parity Committee for at-risk students and students with handicaps, social maladjustments or learning disabilities.

**4-5.00 PARTICIPATION TO THE STANDING LOCAL COMMITTEE (STUDENTS WITH HANDICAPS, SOCIAL MALADJUSTMENTS OR LEARNING DISABILITIES)****4-5.01**

The teacher training consultant and the student counsellor shall take part in the meetings of the Standing Local Committee (Students with Handicaps, Social Maladjustments or Learning Disabilities), in particular for the establishment or revision of individualized education plans.

Shall also take part in the meetings any other concerned professional invited by the school administration.

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

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

**5-1.02**

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

**5-1.03**

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

**5-1.04**

A supernumerary professional is one who is engaged as such:

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

When the Board decides to maintain the same special project or activities of a temporary nature for an additional period not exceeding 12 months, the supernumerary professional who held the position prior to its renewal shall benefit from a priority of engagement to the same position as a supernumerary professional if he or she has not, within the meaning of article 8-9.00, received a negative evaluation and, where applicable, he or she has been recommended by the Education Committee of the locality of Nunavik concerned.

The priority shall be exercised subject to the Board's right to use a professional on availability under clause 5-6.30.

- c) when there is a special project or activities of a temporary nature of a duration of over 12 months without exceeding 36 months.
  - i) The Board shall determine the duration and the terms and conditions of application and shall so inform the Union.
  - ii) If the Board decides to extend the project or the activities after 36 months, the professional who held the position prior to the extension shall keep his or her assignment to the position and shall be granted a regular status subject to the following conditions:
    - he or she has held the position for a minimum period of one year immediately prior to the extension;
    - he or she has not received a negative evaluation within the meaning of article 8-9.00;
    - where applicable, he or she has been recommended by the Education Committee of the locality of Nunavik concerned.

For the purpose of applying this clause and only for residence animators, each contract of engagement of under 12 months of a seasonal nature which does not result in a continuous period of employment of more than 12 months shall be considered as a separate activity or project and shall not be subject to the other provisions of this clause.

For the purpose of applying this clause and for residence animators only, the term seasonal means a period of less than 12 months within a given school year.

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

### **5-2.01**

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

### **5-2.02**

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

- a) it shall offer the position to a qualified beneficiary of the James Bay and Northern Québec Agreement in its employ;
- b) failing to fill the position according to the preceding subparagraph a), the Board shall offer the position to a qualified beneficiary of the James Bay and Northern Québec Agreement;
- c) failing to fill the position according to subparagraphs a) and b), the Board shall offer the position to a professional who is not a beneficiary.

### **5-2.03**

In order to fill a position under clause 5-2.02, the Board shall proceed in the following order, which shall apply to both subparagraphs a) and c) of clause 5-2.02:

- a) It shall assign one of its professionals on availability, if he or she meets the requirements of the position to be filled;

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

- b) it shall offer the position to the professional who benefits from a right to return in accordance with clause 5-6.17, if he or she meets the requirements of the position to be filled;
- c) it may assign a person already in its employ who has acquired tenure, if he or she meets the requirements of the position to be filled;
- d) it shall offer the position to a regular part-time professional, a substitute professional or a supernumerary professional in its employ while taking into account seniority;
- e) it shall offer the position to a professional nonreengaged because of surplus of personnel within the meaning of clause 5-6.06 or nonreengaged because of surplus in the 2-year period preceding the opening date of the position;
- f) it shall offer the position to the professional who benefits from a right to return under clause 5-6.11, if he or she meets the requirements of the position to be filled.

In the case of subparagraphs d) and e), the professional must meet the requirements of the position to be filled and must not have received an unsatisfactory evaluation within the meaning of article 8-9.00. Where applicable, the candidate must be recommended by the Education Committee of the Nunavik locality concerned.

The professional who obtains a regular position under subparagraphs d) and e) becomes a tenured professional within the meaning of the first paragraph of subparagraph a) of clause 5-6.02 if he or she has accumulated at least 2 complete years of continuous service either as a regular professional or as a regular employee in another function at the Board since the last date on which he or she entered the service of the Board.

#### **5-2.04**

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

#### **5-2.05**

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

### **5-3.00      ENGAGEMENT**

#### **5-3.01**

The engagement of a regular professional shall be for a period which expires at the end of the school year, subject to the other provisions of the Agreement.

Once the engagement of the regular professional terminates, it shall be renewed for the following school year, subject to the other provisions of the Agreement.

Notwithstanding the preceding paragraphs, the contract of engagement of the professional who, at the time of his or her engagement, is on a leave of absence without salary from another school board, shall begin on July 1 and shall terminate without notice on June 30 of the school year in progress. However, the Board shall recognize for the professional who is no longer on a leave of absence without salary and who remains in its employ all his or her complete years of continuous service as a professional for the purposes of acquiring tenure and any other benefit under the Agreement as well as the periods of employment as an employee of the Board for the purposes of computing seniority.

#### **5-3.02**

However, the regular professional shall undergo a probation period of up to 12 months as of the date of his or her entry into service with the Board. During that period, the Board may decide to terminate the employment of the professional upon written notice sent no later than 14 days before the end of his or her employment with the Board. The notice must contain the reason(s) for the decision to terminate the employment.

In the case of the professional who has held a supernumerary position with the Board for a minimum of one year immediately preceding his or her appointment to a position of regular professional, the probation period shall be reduced to 6 months.

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

For the purpose of applying this clause, the Board shall provide the professional with a written evaluation of his or her performance prior to the termination of the first 6 months of his or her probation period. Failing such an evaluation, any decision to terminate the employment of the professional after the first 6 months of employment must be preceded by at least 2 evaluations given to the professional a minimum of 45 days apart.

Notwithstanding the preceding paragraphs, the probation period of the regular professional may be less than that prescribed if the professional receives a positive evaluation and the termination of his or her probation period is recommended to the Board by his or her immediate superior.



No grievance may be submitted against the Board with respect to this clause, except for the procedure provided to that effect.

**5-3.03**

Notwithstanding the provisions of clause 5-3.02, the regular professional who is engaged within the framework of the mechanism for priority of employment and security of employment shall not be subject to the probation period.

**5-3.04**

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

**5-3.05**

The engagement of every professional shall be made by written contract of engagement before the entry into service on the form found in Appendix A. A copy of the contract of engagement in full shall be forwarded to the Union, the union delegate and the professional within 10 days after it is signed.

**5-3.06**

Within 10 days of the signing of the contract of engagement prescribed in clause 5-3.05 or of the date of entry into service if the latter is prior to the date on which the contract of engagement is signed, the Board shall inform in writing the professional, the union delegate and the Union of the following points and, subsequently, of any change which occurs in the points listed below:

- a) the employment group to which he or she belongs and, where applicable, the sector of activities of his or her employment group;
- b) his or her department;
- c) the nonexhaustive list of his or her duties;
- d) his or her place of work;
- e) the identification of his or her immediate superior;
- f) his or her placement;
- g) an indication of whether he or she performs his or her duties during the day, evening or day and evening.

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

**5-3.07**

If available at the time of engagement, the Board shall provide a copy of the Agreement in the language of the choice of the professional to whom it offers a position.

**5-3.08**

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

The professional shall be obliged to declare to the Board, at the time of hiring, his or her status with another school board with respect to employment security and to declare to the Board any severance pay which he or she has received under an employment security plan applicable in the education sector.

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

#### **5-3.09**

The professional who has completed a period of one year of service within a continuous period of 18 months with the Board as a substitute or supernumerary professional engaged in accordance with clause 5-1.03 or 5-1.04 shall benefit from a priority of employment if the same supernumerary position is renewed by the Board or if the Board decides to again replace the absent professional during the same school year or during the school year immediately following the end of his or her engagement.

The priority of employment prescribed in this clause shall be exercised subject to the Board's right to engage a beneficiary of the James Bay and Northern Québec Agreement as a priority or to use a professional on availability under clause 5-6.29.

#### **5-3.10**

The professional shall benefit from clause 5-3.09, unless he or she received a negative evaluation prior to the expiry of his or her first year of employment in the same position as a substitute or supernumerary professional with the Board or, where applicable, is not recommended for the position by the Education Committee of the locality of Nunavik concerned.

### **5-4.00 ASSIGNMENTS**

#### **Section 1 Assignment, reassignment and transfer**

##### **5-4.01**

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

Moreover, the assignment which results from a transfer must respect the rules prescribed hereinafter.

##### **5-4.02**

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

##### **5-4.03**

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

##### **5-4.04**

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

**5-4.05**

The professional concerned who, following a reassignment or transfer, feels that the Board has abused its authority, particularly with respect to the criteria provided in clause 5-4.01 may, in this case, submit a grievance in accordance with Chapter 9-0.00.

**5-4.06**

The Board may transfer a professional after having consulted him or her. The professional concerned shall be advised in writing at least 30 days in advance. The notice shall indicate his or her placement and salary in the new employment group as well as the locality where he or she will be required to perform his or her duties.

**5-4.07**

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

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

**5-4.08**

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

**5-4.09**

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

A professional may refuse his or her transfer if he or she does not meet the minimum required qualifications described in the Classification Plan for the employment group concerned or if he or she does not meet the language requirements of the position.

**5-4.10**

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

**5-4.11**

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

**5-4.12**

A professional reassigned or transferred under this article shall be entitled to the moving expenses paid by the Board described in Appendix B, under the conditions stipulated, if the reassignment or transfer requires his or her moving according to that appendix.

If the reassignment or transfer involves a distance of more than 50 kilometres from his or her principal place of work and of more than 50 kilometres from his or her domicile by the shortest passable public road, the Board must obtain the consent of the professional concerned.

The professional who benefits from moving expenses under this clause shall be entitled from the Board to:

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

## **Section 2 Temporary assignment to a senior staff position**

### **5-4.13**

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

### **5-4.14**

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

### **5-4.15**

Subject to clauses 5-4.13 and 5-4.14, a professional who is temporarily assigned to a senior staff position shall continue to pay his or her union dues and to benefit from the provisions of the Agreement, with the exception of benefits related to overtime.

### **5-4.16**

Except in the case of a replacement of a senior staff member who is temporarily absent, a temporary assignment to a senior staff position cannot exceed 24 months, unless there is an agreement with the Union.

## **5-5.00 NONREENGAGEMENT, RESIGNATION AND BREACH OF CONTRACT**

### **Section 1 Nonreengagement**

#### **5-5.01**

Once the Board has decided not to engage a regular professional for the following school year, it must, before June 1 preceding that school year, advise him or her in writing. The notice must give the reason(s) for the decision.

#### **5-5.02**

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

**5-5.03**

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

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

**Section 2 Resignation****5-5.04**

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

**5-5.05**

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

**5-5.06**

A regular professional may resign without giving the notice prescribed in clause 5-5.05, but he or she must give a written notice to the Board, as soon as possible, for one of the following reasons:

- a) any change in the spouse's place of residence which obliges him or her to change localities;
- b) pregnancy or serious illness;
- c) following the death of the spouse or of his or her child;
- d) other circumstances not prescribed in this article that are totally beyond the control of the professional and that require him or her to resign;
- e) obtaining a position with more advantageous working conditions in the public or parapublic sector;
- f) any other reason deemed valid by the Board.

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

**Section 3 Breach of contract****5-5.07**

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

- a) a professional who exercises an exclusive type of profession and whose permit to practise is withdrawn or who is expelled under the *Professional Code* (R.S.Q., c. C-26);
- b) a professional who is absent from work for a period of 10 consecutive working days and who fails to provide a valid reason for the absence before the expiry of the period, unless the professional demonstrates that it was impossible for him or her to do so;
- c) a professional in training who does not successfully complete the training program or who ceases to be enrolled in the training program;

- d) non maintenance of membership to a professional corporation within the meaning of Section 4 of this article.

#### **5-5.08**

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

#### **5-5.09**

The termination of engagement for any one of the reasons provided in clause 5-5.07 shall not constitute a disciplinary measure defined in article 5-9.00.

### **Section 4 Maintaining membership to a professional corporation**

#### **5-5.10**

The professional who is a member of a professional corporation on March 1<sup>st</sup>, 2010, or who obtains a position after the signature of the Agreement must, when membership to a professional corporation is required under his or her employment group, maintain membership to the corporation.

- a) Upon signature of the Agreement, the professional who is a member of a professional corporation whose membership is required under his or her employment group, shall provide the Board with a written proof of membership within 90 days.
- b) Each year, within 30 days of confirming membership renewal to his or her corporation, the professional shall transmit written proof to the Board. Failing this, the Board shall inform the professional. Upon a written request made within 10 days of receiving the notice, the professional may obtain a new deadline from the Board. The Board and the Union may agree on different terms and conditions.

A professional who does not ask for or has not obtained a new deadline to provide proof of membership to a professional corporation is deemed to be in breach of contract.

- c) A professional who is transferred to a position that does not require membership to a professional corporation shall be entitled to maintain membership to his or her professional corporation.

### **5-6.00 PRIORITY AND SECURITY OF EMPLOYMENT**

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

#### **5-6.01**

For the purpose of this article:

- a) the Board shall determine the specific language requirements of a position;
- b) the professional on leave with or without salary shall be deemed as belonging to the employment group and sector of activities, where applicable, in which he or she was classified at the beginning of his or her leave;
- c) the professional who carries out the duties dealing with more than one employment group shall be deemed classified in the employment group in which he or she carries out duties during the major portion of his or her time;
- d) when the Board offers the professional a position, it must inform him or her by letter sent by certified or registered mail, fax or delivered by hand or by a bailiff. The date on the post office receipt for the above mentioned letter or whatever takes its place shall constitute prima facie proof for calculating the time limits;

- e) the Board shall forward to the Union before June 30 the list of professionals nonreengaged or placed on availability.

## **Section 2 Tenure**

### **5-6.02**

For the purpose of this article:

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

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

- b) The leave for union activities, the parental leave, the disability leave covered by the salary insurance plan, the disability leave due to a work accident or an occupational disease, the leave for educational purposes as well as any other leave for which the Agreement provides the payment of salary shall constitute service for the purpose of acquiring tenure.
- c) The nonreengagement because of surplus followed by a reengagement by the Board during the following school year shall proportionally delay the acquisition of tenure during the period of interruption of his or her service.
- d) Insofar as there is no break in his or her employment ties, the acquisition of tenure for a professional shall be delayed proportionally in the case of an interruption of his or her service for reasons other than those provided in subparagraph b) of this clause.
- e) The experience, tenure, where applicable, and seniority retroactive to the beginning of employment of a professional in training who is still employed by the Board in professional duties and who successfully completed a training program shall be recognized.

## **Section 3 Reduction of personnel**

### **5-6.03**

For the purposes of applying this section of article 5-6.00, the professionals who are beneficiaries of the James Bay and Northern Québec Agreement shall be deemed to have more seniority than the professionals who are not beneficiaries of the James Bay and Northern Québec Agreement.

### **5-6.04**

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

### **5-6.05**

The Board may reduce the number of regular professionals in its employ due to a decrease in student population, a substantial change in the services to be rendered or the disappearance or termination of a budget affecting professional activities or the termination of a special project according to the priorities established by the Board in keeping with its staffing plan submitted to the Labour Relations Committee for consultation within the time limit prescribed in clause 5-6.04. The consultation of the Labour Relations Committee shall not be subject to the provisions of the regular procedure prescribed in article 4-2.00. However, at least one meeting of the Labour Relations Committee must take place in the context of this clause no later than May 15.

The staffing plan of the Board shall include, in particular, the following elements:

- a) the given name and surname of a regular professional, indicating whether he or she is on a full-time or part-time basis;
- b) the employment group to which the professional belongs and, where applicable, the sector of activities of his or her employment group;
- c) the department to which the professional belongs;
- d) the number of regular professionals affected by the reduction in personnel in each employment group or, where applicable, in each sector of activities for each locality;
- e) for information purposes, the reason(s) which it intends to invoke for the reduction of personnel;
- f) the list of professionals on availability at the time of the preparation of the staffing plan.

#### 5-6.06

When the Board must reduce its professional personnel within an employment group, it shall proceed by locality and taking into account, whenever necessary, the language requirements of the positions in the order indicated, within the employment group or, where applicable, within a sector of activities of the employment group:

- a) by terminating the employment of part-time regular professionals according to the inverse order of seniority;
- b) by nonreengaging full-time regular professionals who have not acquired their tenure according to the inverse order of seniority;
- c) by reassigning the professional to a vacant position in the same employment group in his or her locality or by transferring him or her to a vacant position in another employment group in the same locality if he or she meets the requirements of the position. Where applicable, the recommendation of the Education Committee of the locality of Nunavik concerned is required;
- d) in the case of the professional who is not a beneficiary of the James Bay and Northern Québec Agreement and who is assigned to one of the localities of Nunavik described in subparagraph c) of clause 10-1.01, by reassigning the professional to a vacant position in the same employment group or by transferring him or her to another employment group for which he or she meets the requirements in one of the other localities of Nunavik or the Montréal-area offices. Where applicable, the recommendation of the Education Committee of the locality of Nunavik concerned is required;
- e) by placing on availability full-time regular professionals who have acquired their tenure according to the inverse order of seniority and who have not been reassigned in accordance with the preceding subparagraphs c) and d).

The professional who accepts the reassignment or transfer prescribed in the preceding subparagraph d) shall benefit from a right to recall to the same position if it again becomes available or another position which could become available in the same locality within 12 months of his or her reassignment or transfer. The right of recall shall be subject to the professional meeting the requirements of the position to be filled and, where applicable, the recommendation of the Education Committee of the locality of Nunavik concerned.

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

The professional who refuses the reassignment or transfer pursuant to the preceding subparagraph c) and the nontenured professional who refuses the reassignment or transfer pursuant to the application of subparagraph d) of this clause is deemed to have resigned as of the date of his or her refusal of the reassignment or transfer and shall not benefit from any of the provisions of this chapter, including severance pay.



The tenured professional who refuses the reassignment or transfer pursuant to the application of subparagraph d) of this clause is deemed to have resigned as of the date of his or her refusal of the reassignment or transfer and shall not benefit from any of the provisions of this chapter. In this case, however, the professional shall receive the severance pay prescribed in clause 5-7.02.

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

##### **5-6.07**

The nontenured professional who has one year but less than 2 years of continuous service as a full-time regular professional with the Board at the time when he or she is informed of his or her nonreengagement shall benefit from the following:

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

For the professional residing in one of the localities of Nunavik, a notice delivered by hand shall meet the requirement of a notice delivered by registered mail.

- e) As of the date of refusal or failure to accept within the time allotted the position offered or failure to appear for an interview to which a school board convenes the professional by certified mail, registered letter, fax or bailiff, the name of the professional shall be automatically removed from the lists of the Regional Placement Bureau; the removal of the professional's name shall entail the cancellation of all the rights which he or she may have under the Agreement.

For the professional residing in one of the localities of Nunavik, a notice delivered by hand shall meet the requirement of a notice delivered by registered mail.

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

##### **5-6.08**

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

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

##### **5-6.09**

Subject to the other provisions of this article, as of the beginning of his or her placement on availability, the professional on availability who is offered a full-time position must accept it within 10 days after he or she receives the written offer.

**5-6.10**

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

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

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

**5-6.11**

Refusal or failure to accept the offer of engagement within the time allotted shall constitute the resignation of the professional on availability and shall cause him or her to lose all the rights and privileges accorded to him or her by the Agreement and shall automatically entail the removal of the professional's name from the lists of the Regional Placement Bureau. Moreover, in these cases, he or she shall not be entitled to any severance pay.

However, the professional shall benefit from a right of return for a period of 12 months as of his or her resignation if a regular position becomes vacant, subject to the application of clauses 5-2.02 and 5-2.03.

**5-6.12**

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

For the professional residing in one of the localities of Nunavik, a notice delivered by hand shall meet the requirement of a notice delivered by registered mail.

**5-6.13**

Except for the period from July 1 to August 15, the professional on availability must appear for an interview with a school board or another employer in the education sector when the Regional Placement Bureau so requests by registered letter or fax. In this case, he or she shall be entitled to the reimbursement of his or her travel and accommodation expenses, if need be, according to the norms in effect in his or her board.

For the professional residing in one of the localities of Nunavik, a notice delivered by hand shall meet the requirement of a notice delivered by registered mail.

To this end, the professional shall obtain the authorization to be absent without loss of salary upon presentation of the notice of meeting to the Board.

**5-6.14**

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

**5-6.15**

The professional who is at fault under clause 5-6.12 or 5-6.13 shall be considered as having resigned from the Board. Moreover, in these cases, he or she shall not be entitled to any severance pay.

**5-6.16**

If the professional accepts a full-time position offered in the context of this section, he or she shall then be considered as having resigned from the Board as of his or her engagement by another employer in the education sector. Moreover, in this case, he or she shall not be entitled to any severance pay.

**5-6.17**

The professional on availability who has been relocated to another employer in the education sector under clause 5-6.10 shall be entitled to return to the Board to a vacant position in the employment group in which he or she held a position at the time of his or her placement on availability if he or she meets the requirements of the position to be filled until December 31 following the date on which his or her placement on availability began.

**5-6.18**

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

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

**5-6.19**

The professional on availability who was relocated to another employer in the education sector under clause 5-6.10 shall be assigned to a position in the employment group in which he or she was classified if he or she meets the requirements of the position to be filled or in another employment group for which he or she has the minimum required qualifications mentioned in the Classification Plan.

**Special provisions applicable to the professional who is not a beneficiary of the James Bay and Northern Québec Agreement****5-6.20**

- A) The professional assigned to one of the localities of Nunavik described in subparagraph c) of clause 10-1.01 who is not a beneficiary of the James Bay and Northern Québec Agreement and who is placed on availability in the context of this article shall benefit from the following provisions as of September 30 following his or her placement on availability, provided he or she is still on availability on that date:
  - a) The Board, the Ministère and the Centrale shall set up a committee to study the case of the professional or professionals referred to in this clause. The Board, the Ministère and the Centrale shall each appoint a representative to the committee. The Board and the Ministère shall each have the right of veto on the committee.
  - b) The committee shall ask the professional concerned to which territories served by the regional offices he or she would like to be relocated.

- c) The committee shall relocate the professional concerned to one of the territories served by the regional offices chosen by the professional in the context of subparagraph b), unless the representative of the Ministère on the committee decides that the relocation of a professional to a full-time position in another school board in the territory served by one of the regional offices is difficult. In this case, the committee shall decide to which territory served by one of the regional offices the professional shall be relocated.
  - d) For the purpose of such a move the professional shall benefit from the provisions of clauses 10-3.01 to 10-3.03 and, where applicable, of clause 10-3.05 and Appendix B.
  - e) Clauses 5-6.09 to 5-6.19 and clause 5-6.29 shall apply to the professional thus relocated whose employment ties with the Board are maintained.
  - f) As long as he or she has not been relocated, the professional concerned may choose to resign from the Board; in this case, he or she shall be entitled to the severance pay prescribed in clause 5-7.02.
- B) The professional assigned to the head office in Montréal who is not a beneficiary of the James Bay and Northern Québec Agreement and who is placed on availability under this article shall benefit from clauses 5-6.09 to 5-6.19 and clause 5-6.29.

However, in this case, the obligation to accept a position under clause 5-6.09 shall only exist if the position offered is located within a 50-kilometre radius from his or her principal place of work at the time of his or her placement on availability or within a 50-kilometre radius from his or her domicile.

Section B) shall apply only for the period during which the head office or the department or part of the department to which the professional was assigned at the time of his or her placement on availability is located in Montréal. As of the date of the move of the department or the part of the department to which the professional was assigned at the time of his or her placement on availability is relocated to one of the localities of Nunavik described in subparagraph c) of clause 10-1.01, the professional shall be entitled to the provisions of Section 6 of article 5-6.00 only.

### **Special provisions applicable to the professional who is a beneficiary of the James Bay and Northern Québec Agreement**

#### **5-6.21**

The professional who is a beneficiary of the James Bay and Northern Québec Agreement and who is placed on availability under this article shall benefit from clauses 5-6.09 to 5-6.19 and clause 5-6.29.

#### **5-6.22**

Notwithstanding the provisions of clause 5-6.21, the professional who is a beneficiary of the James Bay and Northern Québec Agreement and who is placed on availability in the context of this article may inform the Board in writing that he or she shall accept to be assigned only to the locality of Nunavik where he or she was assigned at the time of his or her placement on availability or, in the case of the professional assigned to Montréal, to Montréal or to only one of the localities of Nunavik described in subparagraph c) of clause 10-1.01. In this case, the professional concerned shall benefit from clauses 5-6.23 to 5-6.28 as of September 30 following his or her placement on availability, if he or she is still on availability on that date.

#### **5-6.23**

The Board, the Ministère and the Centrale shall set up a committee to study the case of the professional or professionals referred to in clause 5-6.22. The Board, the Ministère and the Centrale shall each appoint a representative to the committee. The Board and the Ministère shall each have the right of veto on the committee.

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

- a) a retraining program of a maximum duration of one year to allow the professional concerned to fill a preidentified full-time position with the Board in his or her locality of assignment or locality of choice situated in Nunavik, as the case may be, insofar as such a position may be made available;
- b) a retraining program of a maximum duration of one year to allow the professional concerned to fill a preidentified full-time position with another employer in his or her locality insofar as such a position may be made available;
- c) severance pay under clause 5-7.02;
- d) any other solution or program agreed to by all the members of the committee, including the representative of the union group.

Should the committee propose more than one option, the professional shall have the choice, among the options proposed by the committee, of the option most suitable to him or her.

#### **5-6.24**

In the case of subparagraph a) or b) of clause 5-6.23, the professional who resigns shall receive severance pay as prescribed in clause 5-7.02.

However, the amount of severance pay shall be reduced by an amount equal to the salary received by the professional during the retraining program.

#### **5-6.25**

Unless the committee decides otherwise, the professional who has not successfully completed the program prescribed in either subparagraph a) or b) of clause 5-6.23 shall be deemed to have resigned from the Board; in this case, he or she shall lose all the benefits of the Agreement.

Notwithstanding the preceding paragraph, the professional shall be entitled to receive the difference between the severance pay he or she would have received had he or she resigned at the time of his or her placement on availability and the amounts received during the retraining program at the time of his or her resignation.

#### **5-6.26**

The professional who has successfully completed the retraining program prescribed in subparagraph a) or b) of clause 5-6.23 must accept the preidentified full-time position with the Board or with another employer, as the case may be, if such a position is available.

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

#### **5-6.27**

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

#### **5-6.28**

In the case of subparagraph d) of clause 5-6.23 or the second paragraph of clause 5-6.26, the committee shall establish the terms and conditions applicable to the professional.

**5-6.29 Utilization of the professional on availability**

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

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

Notwithstanding the foregoing, clauses 5-6.23 to 5-6.28 shall apply to the professional who is a beneficiary of the James Bay and Northern Québec Agreement and who refuses the assignment determined by the Board under the first paragraph of this clause.

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

**Section 6 Move of a department or part of a department from Montréal<sup>1</sup> to one of the localities situated in Nunavik****5-6.30**

Should a department, part of a department or several departments of the Board move from Montréal to one of the localities situated in Nunavik described in clause 10-1.01, the provisions outlined in this section shall apply.

**5-6.31**

The Board must notify in writing the Union and the professionals concerned, at least 12 months before the date set for the move, of its intention to move a department, part of a department or several departments from Montréal to one of the localities situated in Nunavik. The notice to the Union must indicate the names of the professionals affected by the move.

At the request of the Union or of the professionals concerned and following the notices prescribed in the preceding paragraph, the Board shall organize an information session with the professionals concerned to inform them of the terms and conditions of the move.

**5-6.32**

The professional affected by a move, as provided for in this section, shall be, on the date set for the move, reassigned to the same employment group and sector of activities in the locality of Nunavik to which his or her department moves. The professional concerned shall benefit from clause 5-4.12 as well as the moving expenses paid by the Board and prescribed in article 1, in the second paragraph of article 2, in articles 6 to 12 and in article 14 of Appendix B, under the conditions mentioned, as well as from the application of clauses 10-3.01 to 10-3.05.

**5-6.33**

The professional who does not wish to be reassigned pursuant to clause 5-6.32 must notify the Board to this effect in writing within 90 days of receiving the notice sent to him or her under clause 5-6.31. Failing to notify the Board, the professional shall be reassigned pursuant to clause 5-6.32.

The regular professional who has completed at least one year of active service as a regular professional on the date set for the move and who informs the Board of his or her refusal shall be registered, as of the date set for the move, on the lists of the Regional Placement Bureau for up to a maximum of 3 years. During that period, he or she shall be obliged to accept a written offer of employment that could be made to him or her by the Board in Montréal or by another employer in the education sector if the position is situated in the territory of regional office 06.1, 06.2 or 06.3. To this end, the procedure outlined in clause 5-6.07 shall apply with the necessary changes.

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<sup>1</sup> See the definition in Appendix H.

For the purpose of applying this clause, the tenured professional may choose to have his or her name registered on the lists of the Regional Placement Bureau for region 06.1, 06.2 or 06.3 or to avail himself or herself of the services of the committee described in clause 5-6.20 so as to register his or her name on the lists of another Regional Placement Bureau of his or her choice.

#### 5-6.34

Following receipt of the notice prescribed in clause 5-6.33, the following procedure shall apply:

- A) within 30 days of the maximum time limit of 90 days prescribed in clause 5-6.33, the Board shall provide the Union with the list of professionals who accepted to be reassigned to Nunavik and the list of professionals who refused to be reassigned to Nunavik as well as their options under clause 5-6.35;
- B) within 15 days of forwarding to the Union the lists mentioned in the preceding subparagraph, the Board shall meet with the Union to consult it on the application of the movements of personnel resulting from the application of clause 5-6.35;
- C) within 60 days of the maximum 90-day time limit prescribed in clause 5-6.33, the Board shall inform the professional in writing of his or her options under clause 5-6.35;
- D) within 15 days of receiving the notice prescribed in the preceding subparagraph, the professional shall inform the Board in writing of his or her decision.

The notice prescribed in paragraph C) of this clause must be sent to every professional who has options under clause 5-6.35 within 30 days of receiving the response prescribed in paragraph D) of this clause. The professional concerned shall inform the Board in writing of his or her decision within the time limit prescribed in paragraph D) of this clause.

#### 5-6.35

The professional who refuses to be so reassigned and who so informs the Board, pursuant to clause 5-6.33, shall benefit from the following provisions:

- A) If he or she is a supernumerary professional, the following provisions shall apply:
  - a) subject to the application of clauses 5-2.02 and 5-2.03, if he or she is a supernumerary professional who could benefit from a priority of engagement under clause 5-3.09, he or she may be reassigned to a vacant position in Montréal which the Board intends to fill, provided that he or she meets the requirements of the position to be filled;
  - b) in the case of the professional who is a beneficiary of the James Bay and Northern Québec Agreement, he or she may also be reassigned to a vacant position of his or her choice in one of the localities of Nunavik which the Board intends to fill, provided that he or she meets the requirements of the position and, where applicable, is recommended by the Education Committee of the locality concerned;
  - c) failing to fill a position for a supernumerary professional under the preceding subparagraph a) or b), the Board shall terminate his or her employment as of the date set for the move of his or her department.
- B) If he or she is a nontenured regular professional, the following provisions shall apply:
  - a) if there is a vacant position in his or her employment group in Montréal that the Board intends to fill, but in another department that is not moving, he or she shall be reassigned to the vacant position, provided that he or she meets the requirements of the position, subject to the application of subparagraphs a) and b) of clause 5-2.03;
  - b) in the case of the professional who is a beneficiary of the James Bay and Northern Québec Agreement, he or she may also be reassigned to a vacant position of his or her choice in one of the localities of Nunavik which the Board intends to fill, provided that he or she meets the requirements of the position and, where applicable, is recommended by the Education Committee of the locality concerned;

- c) failing to find a position under the preceding subparagraph a) or b) and provided that the professional meets the requirements of the position, he or she shall displace the professional with the least seniority in his or her employment group in Montréal, but in another department or part of a department that is not moving and the latter shall be laid off;
  - d) failing to find a position under the preceding subparagraph a), b) or c), the professional shall be laid off as of the date set for the move of his or her department.
- C) If he or she is a tenured professional, the following provisions shall apply:
- a) if there is a full-time vacant position in his or her employment group in Montréal that the Board intends to fill, but in another department or part of a department that is not moving, he or she shall be reassigned to that vacant position, provided that he or she meets the requirements of the position to be filled;
  - b) in the case of the professional who is a beneficiary of the James Bay and Northern Québec Agreement, he or she may also be reassigned to a vacant position of his or her choice in one of the localities of Nunavik which the Board intends to fill, provided that he or she meets the requirements of the position and, where applicable, is recommended by the Education Committee of the locality concerned;
  - c) failing to find a position under the preceding subparagraph a) or b) and provided that he or she meets the requirements of the position, he or she shall, at his or her choice, displace the professional with the least seniority in a full-time position in his or her employment group in Montréal, but in another department or part of a department that is not moving or benefit from the application of subparagraphs d) and e) of paragraph C) of this clause;
  - d) failing to find a position under the preceding subparagraph a), b) or c), he or she shall be laid off as of the date set for the move of his or her department and he or she shall then receive severance pay equivalent to one month of salary per complete year of service with the Board. Severance pay shall be limited to a maximum of 12 months of salary. For the purpose of calculating the premium, the salary shall be the salary which the professional receives for his or her last workday at the Board. The Board and the Union may agree on the terms and conditions for the payment of the premium.
  - e) notwithstanding the preceding subparagraph d) and subject to the provisions of clause 5-6.40, the professional who, on the date on which his or her position is scheduled to move to a locality in Nunavik, has 5 complete years but fewer than 10 complete years of service with the Board may benefit from the provisions of Section 5 of article 5-6.00 as if he or she were on availability for a period of one year as of the date on which he or she would be laid off under subparagraph d).

Notwithstanding subparagraph d) and subject to the provisions of clause 5-6.40, the professional who, on the date on which his or her position is scheduled to move to one of the localities in Nunavik, has 10 complete years of service with the Board may benefit from the provisions of Section 5 of article 5-6.00 as if he or she were on availability for a period of 2 years as of the date on which he or she would be laid off under subparagraph d).

Failing to relocate the professional at the end of the one- or 2-year period, as the case may be, he or she shall be laid off and shall receive severance pay under subparagraph d).

#### **5-6.36**

The professional displaced under paragraph C) of clause 5-6.35 shall benefit from clause 5-6.35 as if his or her department were moving.

#### **5-6.37**

The Board undertakes to ensure the welcome in the locality of Nunavik concerned of the professional who moves as a result of the application of this section.



**5-6.38**

For the purpose of applying this section, the tenured professional who is a beneficiary of the James Bay and Northern Québec Agreement shall be deemed to have more seniority than the professional who is not a beneficiary of the James Bay and Northern Québec Agreement and the nontenured professional who is a beneficiary of the James Bay and Northern Québec Agreement shall be deemed to have more seniority than the nontenured professional who is not a beneficiary of the James Bay and Northern Québec Agreement.

**5-6.39**

This clause shall apply to the severance pay prescribed under subparagraph d) of paragraph C) of clause 5-6.35:

- a) a professional may receive the severance pay prescribed in this section only once;
- b) a professional who receives severance pay under the provisions of this section cannot be engaged by another employer in the education sector for a period equal to the number of months used to calculate the severance pay, as of the payment of this severance pay. In the event of non compliance, the Board may be reimbursed an amount equal to the number of months he or she was in the employ of an employer in the education sector, during the said period;
- c) the Board and the Union may determine the terms and conditions governing severance pay.

**5-6.40**

The following provisions shall apply to the period during which a professional is placed on availability pursuant to subparagraph e) of the paragraph C) of clause 5-6.35:

- a) the professional may only be assigned to professional duties compatible with his or her qualifications and experience during his or her placement on availability;
- b) the professional placed on availability under this section may be assigned temporarily for the duration of his or her placement on availability to the same functions and responsibilities that he or she performed before his or her department or part of the department moved. The assignment shall in no way change the professional's status nor extend the period during which he or she is placed on availability;
- c) the fact that a professional on availability under this section accepts to hold his or her former position temporarily or any other professional position in one of the localities in Nunavik during the period he or she is placed on availability shall not be considered as his or her acceptance of a reassignment under this section, shall not affect or extend in any way the period during which he or she is placed on availability and shall not reduce in any way the severance pay to which the professional is entitled under subparagraph d) of paragraph C) of clause 5-6.35;
- d) the provisions of article 5-7.00, except for clause 5-7.02, shall apply to the professional placed on availability under this section.

**5-6.41**

The regular professional who accepts to be reassigned to one of the localities in Nunavik under this section and who decides to return to his or her point of departure during the 2 years following the reassignment shall be subject to the following provisions:

- a) he or she must advise the Board at least 60 days before the date foreseen for his or her return;
- b) his or her return to his or her point of departure shall be assumed by the Board;
- c) the Board may require the reimbursement of the amounts paid under articles 9, 10 and 11 of Appendix B if he or she returns within the first 3 months of his or her move to Nunavik;

- d) he or she shall lose his or her right to be reassigned to another position to one of the localities of Nunavik under clause 5-6.32;
- e) he or she shall be entitled, where applicable, to the benefits prescribed in the second and third paragraphs of clause 5-6.33 as well as those prescribed in subparagraphs d) and e) of paragraph C) of clause 5-6.35.
- f) as of the date of his or her return, the professional who had obtained tenure before the date of the move shall be entitled, where applicable, to the benefits prescribed in subparagraphs d) and e) of paragraph C) of clause 5-6.35. For the purpose of applying these benefits, the date of his or her return is deemed to be the new date for the move.

#### **5-6.42**

With the consent of the Board, a regular professional employed by the Board who is not affected by the move may substitute himself or herself for a professional affected by a move. The professional who substituted himself or herself for a professional affected by a move shall be entitled to the benefits of subparagraph d) of paragraph C) of clause 5-6.35 as well as other benefits prescribed upon his or her departure from the Board under clause 5-6.43.

The substitution occurs if the following conditions are met:

- 1- the substitution must result in the permanent departure of the professional who has made a substitution request;
- 2- the professional not affected by a move may request to be substituted for a professional affected by a move;
- 3- the professional affected by a move and for whom a substitution request was made, must consent to the substitution;
- 4- the professional affected by the move must meet the requirements of the position to which he or she would be assigned if the substitution is approved by the Board.

The professional not affected by the move who wishes to substitute himself or herself for a professional affected by the move must submit a request in writing to the Board no later than October 1 of each year.

The Board shall study the request and shall meet with the professionals who could be affected by the move and for whom a substitution request is made. If more than one professional accepts the substitution request and meets all the requirements of the position concerned, seniority shall prevail. The Board shall inform the Union and the professionals concerned of its decision in writing.

For the purposes of applying this clause, when 2 or more professionals mentioned in the preceding paragraph have equal seniority, the professional who has the least experience shall be considered as having the least seniority. Should they have equal experience, the professional who has the least schooling shall be considered as having the least experience.

#### **5-6.43**

Any agreement concluded under this section must be the subject of a written agreement between the Board and the Union and the professional concerned, if need be.

### **Section 7 Moving expenses**

#### **5-6.44**

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

The professional shall also, from the employer that engages him or her, be entitled to:

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

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

### **5-6.45**

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

The preceding paragraph may not have the effect of preventing the Board from contracting out work during the recruitment period or when the Board is unable to fill the vacant position.

If the Board is unable to find a satisfactory candidate following a competition to fill the position, it shall so inform the Labour Relations Committee and reopen the competition at intervals of no more than 9 months apart.

## **Section 9 Placement bureaus**

### **5-6.46 Regional Placement Bureau**

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

### **5-6.47 Provincial Placement Bureau**

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

## **Section 10 Replacement of a nonbeneficiary professional by a beneficiary**

### **5-6.48**

Notwithstanding the provisions of this chapter, the Board may place on availability a professional nonbeneficiary of the James Bay and Northern Québec Agreement who is tenured or layoff a professional nonbeneficiary of the James Bay and Northern Québec Agreement who is not tenured, if a beneficiary of the James Bay and Northern Québec Agreement deemed qualified by the Board is hired by the Board or assigned by the latter to fill the position held by the professional who is not a beneficiary of the James Bay and Northern Québec Agreement.

### **5-6.49**

The professional replaced under clause 5-6.48 shall benefit from a priority to return to that position in the event that the position is again open to nonbeneficiaries of the James Bay and Northern Québec Agreement within the 12 months of his or her original replacement by a beneficiary of the James Bay and Northern Québec Agreement.

**5-6.50**

The professional who is a nonbeneficiary of the James Bay and Northern Québec Agreement, who is not tenured and who is replaced by a beneficiary of the James Bay and Northern Québec Agreement under clause 5-6.48 shall benefit from the provisions of article 5-6.00 as if his or her position had been abolished.

The name of the regular nontenured professional laid off under this section shall be entered on the list of the Regional Placement Bureau until the earlier of the following dates:

- a) the date on which he or she accepts or refuses a position offered to him or her by the Board or another employer in the education sector;
- b) the anniversary date of the third year of his or her layoff.

**5-7.00 MEASURES TO REDUCE PLACEMENT ON AVAILABILITY****5-7.01 Preretirement**

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

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

**5-7.02 Severance pay**

- A) The Board shall grant severance pay in the following situations:
  - when a tenured professional resigns, if his or her resignation permits the assignment of a professional on availability to a full-time position;
  - when a professional on availability resigns, provided that he or she is not at fault under clauses 5-6.09 to 5-6.13.
- B) Severance pay shall be calculated in the following manner:
  - one month of salary per year of service completed with the Board up to a maximum of 6 months □ salary;
  - for the purpose of calculating severance pay, the salary is the salary the professional received for his or her last workday at the Board.

- C) Acceptance of severance pay shall entail, for the professional concerned, the loss of his or her tenure and the cancellation of all the rights and privileges provided in the Agreement.
- D) Severance pay shall be granted provided that the professional does not hold a position with an employer in the public or parapublic sector for a period of one year as of the payment of severance pay. If the professional does so, the Board can be reimbursed the amount paid as severance pay.

### **5-7.03 Transfer of rights**

In order to reduce the number of professionals on availability, the tenure of a professional shall be transferred to another employer in the education sector which engages him or her if the professional resigns. His or her resignation shall be accepted by the Board if a professional on availability has the qualifications required for the position that the professional who resigned held.

A professional's tenure, seniority, years of continuous service for the purposes of calculating vacation, bank of nonredeemable sick-leave days, placement if he or she remains in the same employment group, and the date of his or her advancement in step shall be transferred to his or her new school board or new employer in the education sector.

### **5-7.04 Voluntary relocation premium**

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

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

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

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

## **5-8.00 PROFESSIONAL'S FILE**

### **5-8.01**

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

### **5-8.02**

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

### **5-8.03**

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

**5-8.04**

Any written warning which has not been followed by a written reprimand within 6 months shall be withdrawn from the file.

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

**5-8.05**

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

**5-8.06**

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

**5-8.07**

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

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

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

**5-9.02**

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

A disciplinary measure is either a suspension or a dismissal.

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

**5-9.03**

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

**5-9.04**

If the Board intends to dismiss a professional, it must give him or her at least 5 days' notice of the date, place and time of the meeting of the council of commissioners or the executive committee where his or her dismissal shall be discussed.

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

**5-9.05**

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

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

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

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

The Board shall pay its full contribution for the professional.

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

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

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

**5-10.02**

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

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

**5-10.03**

The word "disability" means any state of incapacity resulting from illness, including a surgical procedure related directly to family planning, from an accident subject to article 5-12.00 or from an absence prescribed in clause 5-13.21 or an absence resulting from organ or bone marrow donation which requires medical attention and which renders the professional totally unable to perform the usual duties of his or her position or of any other similar position calling for comparable remuneration which may be offered to him or her by the Board.

**5-10.04**

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

**5-10.05**

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

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

**5-10.06**

The provisions of the health insurance plan prescribed in the 2005-2010 Provisions binding shall remain in force under the conditions prescribed therein until the date of the coming into force of the Agreement. However, the policies concerning the health insurance and the complementary plans applicable when the Agreement comes into force shall continue to apply without any change, with the exception of the annual increase in premiums, until the date prescribed by the Insurance Committee of the Centrale.

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

**5-10.07**

The new policies concerning the health insurance plans and the complementary plans resulting therefrom shall come into force on the date prescribed by the Insurance Committee of the Centrale.

**5-10.08**

As a counterpart to the Board's contribution to the insurance benefits provided hereinafter, 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.

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

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

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

**5-10.10**

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

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<sup>1</sup> Read "8 days" instead of "35 days" if the period of continuous disability which precedes his or her return to work is equal to or less than 3 months.



**5-10.11**

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

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

- B) The insurer shall adjust for a professional who returns to work from a leave without salary for 28 days or less his or her premiums to take into account all the premiums due, including the Board's share during his or her leave.

The insurer shall claim directly from a professional on leave without salary for over 28 days the total amount of premiums due, including the Board's share.

**5-10.12**

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

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

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

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

**5-10.13**

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

- a) in the case of a participant insured for himself or herself and his or her dependents: \$60 per year plus tax, where applicable;
- b) in the case of an individually insured participant: \$24 per year plus tax, where applicable;

or

an amount equal to twice the contribution paid by the participant himself or herself for the benefits provided by the health insurance plan.

The contribution of the Board to the health insurance plan shall be remitted to the insurer every year in 2 installments:

- i) the first installment covers the period from January 1 to June 30 and shall be determined by the insurer for all the professionals concerned for the pay period which includes April 1 and for whom such a contribution must be paid; the installment represents 50% of the Board's contribution;

- ii) the second installment covers the period from July 1 to December 31 and shall be determined by the insurer for all the professionals concerned for the pay period which includes November 1 and for whom the contribution must be paid; the installment represents 50% of the Board's contribution.

#### 5-10.14

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

#### 5-10.15

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

- a) a specific provision with regard to the premium reduction which shall be allowed in the event that drugs prescribed by a physician are no longer considered admissible expenses under the health insurance plan;
- b) a guarantee that neither the factors of the retention formula nor the rate according to which the premiums are calculated may be increased prior to January 1 following the end of the first full policy year, nor more often than every January 1 thereafter;
- c) the excess of premiums over benefits or reimbursements paid to the insured persons must be reimbursed by the insurer as dividends or rebates, after deduction of the agreed amounts according to the predetermined retention formula;
- d) the premium for a pay period shall be computed on the basis of the rate applicable to the participant on the first day of that period;
- e) no premium shall be payable for a pay period on the first day of which the professional is not a participant; also, the premium shall be payable in full for a pay period during which the professional's participation terminates;
- f) the insurer must forward at the same time to the Ministère and the Fédération a copy of any information of a general nature sent to the Board or the insured;
- g) the insurer shall be responsible for the keeping of files, analyses and claim settlements;
- h) the insurer shall provide the Insurance Committee of the Centrale with a detailed statement of all operations carried out under the policy as well as the reports, various statistics and any and all information required to test the accuracy of the retention calculation;
- i) any modification to the coverage and the resulting deduction at source for a professional already in the employ of the Board, following the birth, adoption of a first child or a change in status, shall take effect on the date of the event if the request is made to the insurer within 30 days of the event. A modification concerning the coverage under the health insurance plan made after 30 days of the event shall take effect on the first day of the pay period during which the insurer receives the request;
- j) if it is accepted by the insurer, any other modification concerning the coverage and the resulting deduction at source for a professional already in the employ of the Board shall take effect the first day of the full pay period after the Board receives the notice of acceptance issued by the insurer;
- k) the insurer shall determine the total amount of the professional's premiums for each pay period and shall forward it to the Board by computerized listing so that the Board can make the deduction;
- l) the definition of spouse is found in clause 1-1.12 and that of dependent child is found in clause 5-10.02 of the Agreement.

### Section 3 Complementary insurance plans to which the board does not contribute

#### 5-10.16

- A) The Insurance Committee of the Centrale shall determine the provisions of no more than 3 complementary personal insurance plans. The cost of these plans shall be borne entirely by the participants.
- B) Every policy must include, among others, the following stipulations:
- a) subparagraphs b) to k) of clause 5-10.15;
  - b) in the event that a complementary plan is optional, the participation of a new professional eligible for a complementary plan shall begin within 30 days of the request if it is made within 30 days of his or her entry into service;
  - c) if the request is made 30 days after his or her entry into service, the participation of a new professional eligible for an optional complementary plan shall take effect on the first day of the full pay period after the Board receives the notice of acceptance issued by the insurer.
- C) General Group Insurance (FAMR)<sup>1</sup>

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

The professionals referred to in the first paragraph of clause 5-10.01 may subscribe to a payroll deduction plan for the general group insurance premiums.

Only subparagraph k) of clause 5-10.15 shall apply to the general group insurance plans (FAMR).

### Section 4 Insurance Committee of the Centrale

#### 5-10.17

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.

#### 5-10.18

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

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

#### 5-10.19

The insurer selected for all plans, including the general group insurance plans (FAMR) prescribed in paragraph C) of clause 5-10.16, must have its head office in Québec and must be a single insurer or a group of insurers acting as a single insurer. For the purpose of selecting the insurer, the Insurance Committee of the Centrale or the Centrale in the case of the general group insurance plans (FAMR), may request bids or proceed according to any other method that it determines.

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<sup>1</sup> (FAMR): Fire, Accident and Miscellaneous Risk

**5-10.20**

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

**5-10.21**

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

**5-10.22**

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.

**5-10.23**

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 full pay period following the 52<sup>nd</sup> consecutive week of total disability.

**5-10.24**

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.

**5-10.25**

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

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

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

**5-10.26**

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 requested by the Fédération or the Ministère concerning the basic health insurance plan.

**Section 5 Intervention of the Board****5-10.27**

- A) The Board shall facilitate the implementation and application of the personal group insurance plans, in particular by:
- a) informing new professionals;
  - b) registering new professionals;
  - c) forwarding to the insurer the application forms and the pertinent information required by the insurer to maintain the participant's file up-to-date;
  - d) forwarding the deducted premiums to the insurer;
  - e) providing professionals with the forms required for participation in the plan, benefits or other forms supplied by the insurer;
  - f) conveying information normally required of the employer by the insurer for settling certain compensations;
  - g) forwarding to the insurer the names of professionals who have indicated to the Board that they intend to retire.
- B) In the case of the general group insurance plans (FAMR) prescribed in paragraph C) of clause 5-10.16, the Board shall remit the premiums deducted to the insurer only.

**5-10.28**

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

**Section 6 Standard life insurance plans****5-10.29**

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

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

**Section 7 Salary insurance plan****5-10.30**

- A) Subject to the provisions of this article and of article 5-12.00, a professional shall, for every period of disability during which he or she is absent from work, be entitled to:
- a) up to the lesser of the number of sick-leave days accumulated to his or her credit or of 5 working days: the payment of a benefit equal to the salary he or she would have received had he or she been at work;
  - b) upon termination of the payment of the benefit prescribed in the preceding subparagraph a), if applicable, but in no event before the expiry of a waiting period of 5 working days from the beginning of the period of disability and for a period of up to 52 weeks from the beginning of the period of disability: the payment of a benefit equal to 85% of his or her salary;

- c) upon the expiry of the above-mentioned period of 52 weeks and for a further period of up to 52 weeks: the payment of a benefit equal to 66 2/3% of his or her salary.

## **B) Gradual return to work**

During a disability period, on the written recommendation of the attending physician, the Board and the regular professional who has been absent for at least 12<sup>1</sup> weeks may agree to a return to work on a gradual basis. The period of disability already begun shall continue during the period of gradual return to work but the period during which some or all of the benefits are payable shall not exceed 104 weeks. In this case:

- a) the medical certificate must stipulate that the period of gradual return to work must be immediately followed by the professional's return to work on a full-time basis;
- b) the Board and the professional accompanied by his or her union delegate or representative, if he or she so desires, shall establish the period during which the professional will return to work on a gradual basis, which shall not exceed 12 weeks, and shall determine the time during which the professional must work;
- c) while at work, the professional 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 professional shall be entitled to his or her salary for the proportion of time worked and to the benefit payable to him or her for the proportion of time not worked. These proportions shall be calculated on the basis of the number of hours worked in relation to the regular workweek prescribed in article 8-1.00.

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

### **5-10.31**

In order to foster the employee's return to work, upon the written recommendation of the attending physician, the Board and the professional may agree on an assignment of tasks consistent with his or her qualifications and experience within the category of professional staff. To this end, the professional may be accompanied by his or her union delegate.

The tasks thus assigned by the Board to the professional shall be tasks that he or she is able to perform in view of his or her abilities.

Within the period during which the temporary tasks are assigned to him or her, the professional shall receive his or her usual salary.

These temporary tasks cannot be assigned for a duration exceeding 12 weeks and in no event can they result in a new period of disability.

### **5-10.32**

Under clause 5-10.30, the professional's salary for the purpose of calculating the benefit shall be the salary rate he or she would receive if he or she were in service, subject to article 6-10.00, including, where applicable, premiums for regional disparities. For the professionals who are eligible and whose workweek includes fewer hours than that prescribed in article 8-1.00, the amount of the benefit shall be calculated in proportion to the time worked in relation to the regular workweek.

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<sup>1</sup> The Board and the absent regular professional may, in exceptional cases, agree to a gradual return to work prior to the 12-week period.

**5-10.33**

As long as benefits remain payable, including the waiting period, if any, the disabled professional shall continue to participate in the Government and Public Employees Retirement Plan (RREGOP), the Teachers Pension Plan (TPP), the Pension Plan of Certain Teachers (PPCT) or the Civil Service Superannuation Plan (CSSP) and to avail himself or herself of the insurance plans. However, he or she must pay the required contributions, except that, upon termination of the payment of the benefit prescribed in subparagraph a) of paragraph A) of clause 5-10.30, he or she shall benefit from a waiver of his or her contributions to his or her pension plan (RREGOP, TPP, PPCT or CSSP) without losing any rights. Provisions relating to the waiver of contributions shall form an integral part of the pension plan provisions and the resulting cost shall be shared in the same manner as that of any other benefit.

The Board may not cancel or fail to renew the contract of the professional for the sole reason of his or her physical or mental impairment as long as the latter can receive salary insurance or work accident benefits as a result of the application of clause 5-10.30 or article 5-12.00 and then of clause 5-10.44. However, the fact that a professional does not avail himself or herself of clause 5-10.44 cannot prevent the Board from cancelling or not renewing the contract of the said professional.

**5-10.34**

- A) The benefits paid under clause 5-10.30 are reduced by the initial amount of all disability benefits paid to a professional under a provincial or federal law, except those paid under the *Employment Insurance Act* (S.C. 1996, c. 23), regardless of subsequent increases in basic benefits arising from indexation.
- B) When a disability benefit is paid by the Société de l'assurance automobile du Québec (SAAQ), the professional's gross taxable income shall be established as follows: the Board shall deduct the equivalent of all amounts required by law from the basic salary insurance benefit; the net benefit thus obtained shall be reduced by the amount of benefit received from the SAAQ and the difference is brought to the professional's gross taxable income from which the Board shall deduct all the amounts, contributions and dues required by law and the Agreement.
- C) The Board shall deduct 1/10 of a day from the bank of sick-leave days per day used under subparagraph a) of paragraph A) of clause 5-10.30 in the case of the professional who receives benefits from the SAAQ.
- D) As of the 61<sup>st</sup> day from the beginning of a disability, the professional who is presumed to be entitled to a disability benefit under a provincial or federal law, with the exception of the *Employment Insurance Act* (S.C. 1996, c. 23), must, upon written request by the Board, accompanied by the appropriate forms, request such a benefit and comply with all the obligations ensuing from such a request. However, the reduction of the benefit prescribed in clause 5-10.30 is made only from the moment when the professional is recognized as eligible and effectively begins to receive the benefit prescribed under the law. In the case where a benefit prescribed under a law is granted retroactively to the first day of the disability, the professional shall undertake to reimburse the Board, as the case may be, for the portion of the benefit prescribed under clause 5-10.30 as a result of the application of the first paragraph of this clause.
- E) Every professional who receives a disability benefit paid under a provincial or federal law, with the exception of the *Employment Insurance Act* (S.C. 1996, c. 23), must, in order to be entitled to his or her salary insurance benefits under clause 5-10.30, notify the Board of the amount of the weekly disability benefit paid to him or her. Furthermore, he or she must give his or her written authorization to the Board so that the latter may obtain all the necessary information from the organizations, in particular the SAAQ or the RRQ, which administer a disability benefit plan under which he or she receives benefits.

**5-10.35**

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

**5-10.36**

No benefit shall be paid during a strike or lockout except for a period of disability that began before and for which the professional has provided the Board with a medical certificate. If the disability began during a strike or lockout and still exists at the end of the strike or lockout, the period of disability prescribed in clause 5-10.30 shall begin on the date of the professional's return to work.

**5-10.37**

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

**5-10.38**

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

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

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

**5-10.39**

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

**Section 8 Sick-leave days****5-10.40**

- A) Where applicable, on July 1 of every year, the Board shall credit each professional whose regular workweek includes the number of hours prescribed in article 8-1.00 and who is covered by this article with 7 sick-leave days. The 7 days thus granted shall be noncumulative but, when not used during the year, shall be redeemable on June 30 of each year under subparagraph a) of paragraph A) of clause 5-10.30 or another provision of the Agreement, at the rate of 1/260.9 of the salary applicable on that date per day not used, the proportion of 1/260.9 of the salary applying to the fraction of a day not used.

However, the professional on a leave of absence without salary, a leave of absence with salary for educational purposes, a preretirement leave or the benefits prescribed in subparagraph c) of paragraph A) of clause 5-10.30 shall be credited for a fraction of the 7 days of sick leave equal to the fraction of time he or she is in service.

However, if the professional continues to receive the benefits prescribed in subparagraph b) of paragraph A) of clause 5-10.30 on the first day of the work year, he or she shall, where applicable, be credited for a fraction of the 7 days of sick leave insofar as he or she resumes his or her service with the Board.



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

A professional who was engaged in the course of a year and who was 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 effective date of his or her engagement.

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

However, the professional may add to his or her vacation period the balance or part of the balance on June 30 of the 7 days granted under paragraph A) with the consent of the immediate superior.

#### **5-10.41**

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

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

#### **5-10.42**

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

#### **5-10.43**

- A) The professional who receives, on the date of the coming into force of the Agreement, benefits under the salary insurance plan in effect prior to the date of the coming into force of the Agreement, shall continue to be governed by these provisions for the duration of the disability period already begun, it being understood that the salary rate used to calculate his or her benefits shall be the rate applicable to him or her under the Agreement.
- B) The effective date of the beginning of a period of disability shall not be modified by the coming into force of a new plan.
- C) The disabled professional who is not entitled to any benefit on the date of the coming into force of the Agreement shall be covered by the new plan as of his or her return to work when he or she begins a new period of disability.
- D) Notwithstanding the foregoing, the professional who is disabled on the date of the coming into force of the Agreement may benefit from the provisions concerning gradual return in paragraph B) of clause 5-10.30.

**Section 9 Former banks of sick-leave days****5-10.44**

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

- a) the redeemable days credited at the time of the signing of the Agreement and, subsequently, those credited under clause 5-10.40;
- b) after having used up the days mentioned in subparagraph a), the other redeemable days to the professional's credit;
- c) after having used up the days mentioned in subparagraphs a) and b), the nonredeemable days to the professional's credit.

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

The Board and the Union shall collaborate through the Labour Relations Committee or a specific occupational health and safety committee to maintain working conditions which respect the health, safety and bodily security of professionals.

**5-11.02**

Should a specific occupational health and safety committee be set up, all staff categories in the employ of the Board may take part in it by right. The constitution and operating rules of this committee as well as the terms and conditions for the participation of representatives of each party shall be subject to a written agreement.

**5-11.03**

The Union may expressly designate one of its representatives on the Labour Relations Committee or, where applicable, on the specific committee prescribed in clause 5-11.01 as being in charge of health and safety issues; this representative may take temporarily leave from work, without loss of salary and without reimbursement, after informing his or her immediate supervisor, for the meeting prescribed in the 3<sup>rd</sup> paragraph of clause 5-11.07 or to accompany an inspector of the Commission de la santé et de la sécurité du travail during an inspection visit to the Board with respect to an issue regarding a professional's health, safety or bodily security.

**5-11.04**

The professional must:

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

**5-11.05**

Insofar as it is provided for by the Act and the regulations which are applicable to it, the Board must take the measures necessary to protect the health and ensure the safety and well-being of professionals; it must, in particular:

- a) see that the buildings under its jurisdiction are equipped and laid out in such a way as to protect the professionals;

- b) ensure that the organization of the work and the methods and techniques used to carry out the work are safe and do not endanger the health of professionals;
- c) provide suitable lighting, ventilation and heating;
- d) provide safety material and ensure that it is kept in good condition;
- e) allow a professional while in the employ of the Board to undergo medical examinations required for the application of the Act and the regulations applying to the Board.

#### **5-11.06**

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

#### **5-11.07**

When a professional exercises the right of refusal prescribed in the *Act respecting Occupational Health and Safety* (R.S.Q., c. S-2.1), he or she must notify his or her immediate superior or an authorized representative of the Board immediately.

As soon as he or she is notified, the immediate superior or, where applicable, the authorized representative of the Board shall convene the union representative mentioned in clause 5-11.03, if he or she is available or, in the case of an emergency, the union delegate; the purpose of the summons shall be to assess the situation and the corrective measures that the immediate superior or the authorized representative of the Board intends to apply.

For the purpose of the meeting following the summons, the union representative mentioned in clause 5-11.03 or, where applicable, the union delegate may temporarily interrupt his or her work without loss of salary or reimbursement.

#### **5-11.08**

The right of a professional mentioned in clause 5-11.07 shall be exercised subject to the relevant provisions of the Act and the regulations concerning occupational health and safety applicable to the Board and subject to the terms specified, where applicable.

#### **5-11.09**

The Board cannot impose a nonreengagement or a disciplinary or discriminatory measure due to the fact that the professional exercised in good faith the right prescribed in clause 5-11.07.

#### **5-11.10**

Nothing in the Agreement shall prevent the union representative referred to in clause 5-11.03 or, where applicable, the union delegate from being accompanied by a union adviser to the meeting prescribed in clause 5-11.07; however, the Board or its representatives must be informed of the presence of the adviser before the meeting is held.

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

#### **5-12.01**

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

**5-12.02**

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

**Definitions****5-12.03**

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

- a) work accident: a sudden and unforeseen event, attributable to any cause, which happens to a professional, arising out of or in the course of his or her work and resulting in an employment injury to him or her;
- b) consolidation: the healing or stabilization of an employment injury following which no improvement of the state of health of the injured professional is foreseeable;
- c) suitable employment: an appropriate position that allows a professional who has suffered an employment injury to use his or her remaining ability to work and his or her qualifications, that he or she has a reasonable chance of obtaining, and the working conditions of which do not endanger the health, safety or physical well-being of the professional, considering his or her injury;
- d) equivalent employment: a position of a similar nature to that held by the professional when he or she suffered the employment injury, from the standpoint of the qualifications required, wages, fringe benefits, duration and working conditions;
- e) health establishment: a public establishment within the meaning of the *Act respecting health services and social services* (R.S.Q., c. S-5);
- f) employment injury: an injury or a disease arising out of or in the course of a work accident, or an occupational disease, including recurrence, relapse or aggravation.

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

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

**Miscellaneous provisions****5-12.04**

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

**5-12.05**

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

**5-12.06**

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

**5-12.07**

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

The cost of transportation of the professional shall be assumed by the Board, where applicable, insofar as it is not assumed by another organization.

The professional shall have the choice of the health establishment where possible. If the professional is unable to express his or her choice, he or she must accept the health establishment chosen by the Board but may later change for a health establishment of his or her choice.

The professional shall be entitled to receive care from the health professional of his or her choice, where possible, in his or her place of assignment.

**5-12.08**

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

**Group plans****5-12.09**

The professional who suffers an employment injury entitling him or her to an income replacement indemnity shall remain covered by the life insurance plan prescribed in clause 5-10.29 and by the health insurance plan prescribed in clause 5-10.09.

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

The waiver shall no longer apply when the employment injury has consolidated or at the moment of the temporary assignment as provided for in clause 5-12.15.

**5-12.10**

In the case where the date of consolidation of the employment injury is prior to the 104<sup>th</sup> week following the date of the beginning of the continuous period of absence due to an employment injury, the salary insurance plan prescribed in clause 5-10.30 shall apply, subject to the second paragraph of this clause, if the professional is still disabled within the meaning of clause 5-10.03 and, in this case, the date of the beginning of the absence shall be considered as the date of the beginning of the disability for the purpose of applying the salary insurance plan, particularly clauses 5-10.30 and 5-10.44.

On the other hand, for the professional who would receive from the Commission de la santé et de la sécurité du travail an income replacement indemnity which is less than the benefit which he or she would have received as a result of the application of clause 5-10.30, the salary insurance plan prescribed in this clause shall apply to make up the difference if the professional is still disabled within the meaning of clause 5-10.03 and, in this case, the date of the beginning of such an absence shall be considered as the date of the beginning of the disability for the purpose of applying the salary insurance plan, particularly clauses 5-10.30 and 5-10.44.

**5-12.11**

The bank of sick-leave days of a professional shall not be reduced for the days for which the Commission de la santé et de la sécurité du travail has paid an income replacement indemnity until the date of consolidation of the employment injury as well as for the absences prescribed in clause 5-12.21. Moreover, the professional's bank of sick-leave days shall not be reduced for the part of the day during which the professional could no longer perform his or her duties due to an employment injury.

**Salary****5-12.12**

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

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

**5-12.13**

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

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

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

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

**5-12.15**

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

**5-12.16**

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

**5-12.17**

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

**5-12.18**

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

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

**5-12.19**

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

**5-12.20**

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

**5-12.21**

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

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

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

However the maternity leave, paternity leave and adoption leave allowances shall only be paid during the weeks when the professional receives QPIP or EIP benefits, or would receive upon request.

In the case where the employee shares the adoption or parental benefits provided by the QPIP or the EIP with the other spouse, the allowance shall be paid only if the professional actually receives an allowance from one of these plans during the maternity leave prescribed in clause 5-13.05, the paternity leave as prescribed in paragraph B) of clause 5-13.23 or during the leave for adoption prescribed in paragraph C) of clause 5-13.27.

**5-13.02**

When the parents are both of the female sex, the allowances and benefits granted to the father are then granted to the other mother who did not give birth to the child.

**5-13.03**

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

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

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

**5-13.04**

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

**Section 2 Maternity leave****5-13.05**

- A) For the pregnant professional, the duration of the maternity leave:
- shall be 21 weeks if she is eligible for QPIP benefits;
  - shall be 20 weeks if she is eligible for benefits under the Employment Insurance Plan;
  - shall be 20 weeks if she is not eligible for benefits under the QPIP, or for benefits under the Employment Insurance Plan.

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

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

**5-13.06 Distribution of the maternity leave**

The distribution of the maternity leave, before and after the birth, shall be decided by the professional and shall include the day of the birth. However, for the professional who is eligible for benefits under the QPIP, this leave shall be simultaneous to the period of benefit payments allowed 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 under the QPIP.

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



**5-13.07 Prior notice**

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

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

**5-13.08 Extension of the maternity leave**

If the birth occurs after the due date, the professional 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 remaining after the birth.

The professional may extend her maternity leave if her child's health so requires or if the professional's health so requires. The duration of such extension shall be that stated on the medical certificate which shall be provided by the professional.

During the extensions, the professional shall be considered as being on leave without salary, and shall not receive any allowance or benefit from the Board. During these periods, the professional shall be covered by clauses 5-13.15 and 5-13.16 during the first 6 weeks and by clause 5-13.34 thereafter.

**5-13.09 Interrupting and dividing the maternity leave****A) Interrupting the maternity leave**

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

Furthermore, a professional 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.

**B) Dividing the maternity leave**

- a) Upon request by the professional, the maternity leave can be divided into weeks if her child is hospitalized or due to circumstances other than an illness related to her pregnancy and covered by sections 79.1 and 79.8 to 79.12 of the *Act respecting labour standards* (R.S.Q., c. N-1.1);
- b) The maximum number of weeks during which the maternity leave may be interrupted corresponds to the number of weeks of the child's hospitalization. For other possibilities of division, the maximum number of weeks during which the maternity leave can be interrupted is that which is prescribed in the *Act respecting labour standards* (R.S.Q., c. N-1.1) for such a situation.

During such an interruption, the professional shall be considered as being on leave without salary and shall receive no allowance or benefit from the Board. The employee shall be entitled to the benefits prescribed in clause 5-13.34 during said interruption.

**C) Resuming the interrupted or divided maternity leave**

When the professional resumes the maternity leave which was interrupted or divided under paragraph A) or B) of this clause, the Board shall pay the professional 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 clauses 5-13.10, 5-13.11 or 5-13.13, as the case may be, subject to clause 5-13.01.

**5-13.10 Cases eligible for the Québec Parental Insurance Plan**

The professional who has accumulated 20 weeks of service<sup>1</sup> and who is eligible for benefits under the QPIP, is also entitled to receive, during the 21 weeks of her maternity leave, an allowance equal to the difference between 93%<sup>2</sup> of her basic weekly salary and the amount of the QPIP maternity or parental benefits she receives, or would receive if she applied for them.

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

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

When the professional is working for more than one employer, the allowance is equal to the difference between 93% of the basic weekly salary paid by the Board and the amount 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 professional 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 payable under the *Act respecting parental insurance* (R.S.Q., c. A-29.011).

**5-13.11 Cases not eligible for the Québec Parental Insurance Plan (QPIP) but eligible for the Employment Insurance Plan (EIP)**

A professional who has accumulated 20 weeks of service and who is eligible for EIP benefits, without being eligible for QPIP benefits, shall be entitled, during her maternity leave, to receive:

- a) for each week of the waiting period stipulated in the (EIP), an allowance equal to 93%<sup>3</sup> of her basic weekly salary;
- b) thereafter, for each week following the period provided for in paragraph a), an allowance equal to the difference between 93% of her basic weekly salary and the amount of maternity or parental benefits she is receiving under the EIP, or would receive upon request, up to the end of the 20<sup>th</sup> week of the maternity leave.

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

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

In the case of the professional who works for more than one employer, she shall receive an additional allowance which shall be equal to the difference between 93% of the basic weekly salary paid by the Board and the percentage of Employment Insurance benefit corresponding to the proportion of basic weekly salary it pays her in relation to the total basic weekly salaries paid by all the employers. To this end, the professional 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 to her by HRSDC.

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

<sup>2</sup> 93%: the percentage was set to take into account the fact that the professional in this situation is exonerated from contributing to the pension plans, the QPIP and the EIP, which contributions are, on an average, equivalent to 7% of her salary.

<sup>3</sup> 93%: the percentage was set to take into account the fact that the professional in this situation is exonerated from contributing to the pension plans and the EIP, which contributions are, on an average, equivalent to 7% of her salary.

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

#### **5-13.12**

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

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

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

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

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

The professional who is not eligible for benefits under the QPIP, the EIP and any other parental rights plan in effect in another Province or Territory shall also be excluded from receiving any allowance prescribed in clauses 5-13.10 and 5-13.11.

However, the professional whose workweek includes:

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

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

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

- A) No allowance may be paid during the vacation period for which a professional is paid.
- B) The allowance shall be paid by the Board at 2-week intervals. In the case of the professional eligible to QPIP or EIP benefits, the first installment need only be paid 15 days after the Board receives proof that she is receiving benefits from one or the other of these plans. For the purposes of this paragraph, a statement of benefits, a stub or information provided by the Ministère de l'Emploi et de la Solidarité sociale or HRSDC to the Board by means of an official statement shall be considered as admissible 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 salary scales or standards which by law are determined in accordance with the conditions set by the government, the Office franco-québécois pour la jeunesse, the Société de gestion du réseau informatique des commissions scolaires (GRICS) and any other body listed in Schedule C of the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors* (R.S.Q., c. R-8.2).

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

For information purposes, the following bodies are included:

Agence des partenariats public-privé du Québec;  
Agence métropolitaine de transport;  
Autorité des marchés financiers;  
Bibliothèque et Archives nationales du Québec;  
Caisse de dépôt et placement du Québec;  
Centres d'aide juridique;  
Commission de la capitale nationale;  
Commission de la construction du Québec;  
Commission de développement de la métropole;  
Commission de reconnaissance des associations d'artistes et des associations de producteurs;  
Commission des droits de la personne et des droits de la jeunesse;  
Commission des services juridiques;  
Commission des valeurs mobilières du Québec;  
Conseil des arts et des lettres du Québec;  
Conseil des services essentiels;  
Corporation d'hébergement du Québec;  
Corporation d'urgence-santé de la région de Montréal Métropolitain;  
École nationale de police du Québec;  
École nationale des pompiers du Québec;  
Financement-Québec;  
Fondation de la faune du Québec;  
Fonds de la recherche en santé du Québec;  
Fonds d'indemnisation du courtage immobilier;  
Fonds québécois de la recherche sur la nature et les technologies;  
Fonds québécois de la recherche sur la société et la culture;  
Héma-Québec;  
Institut national de la santé publique;  
Investissement Québec;  
Musée d'art contemporain de Montréal;  
Musée de la civilisation;  
Musée national des beaux-arts du Québec;  
Cree Hunters and Trappers Income Security Board;  
Office Québec-Amériques pour la jeunesse;  
Ombudsman;  
Régie de l'énergie;  
Régie des installations olympiques;  
Société de développement des entreprises culturelles;  
Société de la Place des Arts de Montréal;  
Société de télédiffusion du Québec (Télé-Québec);  
Société des alcools du Québec;  
Société des établissements de plein air du Québec;  
Société des loteries du Québec;  
Société du Centre des congrès de Québec;  
Société du Grand théâtre de Québec;  
Société du Palais des congrès de Montréal;  
Société du parc industriel et portuaire de Bécancour;  
Société immobilière du Québec;  
Société innovatech des Régions Ressources;  
Société innovatech Québec et Chaudières-Appalaches;  
Société innovatech du sud du Québec;  
Société québécoise d'assainissement des eaux;  
Société québécoise d'information juridique;  
Société québécoise de récupération et de recyclage.

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

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

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

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

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

- E) In the case where the nontenured regular professional is not reengaged because of surplus, the maternity leave benefits to which she is entitled under the Agreement and paid by the Board shall terminate as of the date of the nonreengagement.

Subsequently, in the case where the professional is reengaged under the priority of employment prescribed in clause 5-6.07, the maternity leave benefits shall be reestablished as of the date of the reengagement.

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

#### **5-13.15**

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

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

#### **5-13.16**

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

#### **5-13.17**

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

**5-13.18**

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

The professional to whom the Board has sent such a notice must report to work upon the termination of the maternity leave, unless the leave is extended as provided for in clause 5-13.33.

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

**5-13.19**

When she returns from her maternity leave, the professional shall return to her position or, as the case may be, a position obtained at her request during the leave, in accordance with the provisions of the Agreement. If the position has been abolished, the professional shall be entitled to the benefits she would have had had she been at work at that time.

**Section 3 Special leaves regarding pregnancy and breastfeeding****5-13.20 Temporary assignment and special leave**

- A) The professional may request to be temporarily assigned to another position, whether vacant or temporarily vacant, in the same employment group or, if she agrees and subject to the provisions of the Agreement, another employment group, in the following cases:
- a) she is pregnant and her working conditions expose her or her unborn child to infectious diseases or to physical dangers;
  - b) her working conditions involve dangers for her child whom she is breastfeeding;
  - c) she works regularly at a cathode-ray tube terminal.

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

- B) When the Board receives a request for a preventive withdrawal, it shall immediately inform the Union giving the name of the professional and the reasons supporting the request for preventive withdrawal.
- C) The professional so assigned to another position shall retain the rights and privileges of her regular position.
- D) If the assignment is not carried out immediately, the professional shall be entitled to a special leave to begin immediately. Unless a temporary assignment arises afterward to cancel the special leave, the special leave shall terminate, for the pregnant professional, on the date of the birth and, for the professional who is breastfeeding, at the end of the period during which the child is breastfed. However, in the case of the professional who is eligible for benefits payable under the *Act respecting parental insurance* (R.S.Q., c. A-29.011) the special leave shall be terminated as of the 4<sup>th</sup> week before the due date.
- E) During the special leave prescribed in this clause, the professional shall be governed, with regard to her allowance, by the provisions of the *Act respecting occupational health and safety* (R.S.Q., c. S-2.1) concerning the preventive withdrawal of the employee who is pregnant or who is breastfeeding.

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

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

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

### **Other special leaves**

#### **5-13.21**

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

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

#### **5-13.22**

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

### **Section 4 Other parental leaves**

#### **Paternity leave**

#### **5-13.23**

- A) Paternity leave with salary for 5 working days

The professional shall be entitled to a paid leave for a maximum period of 5 working days for the birth of his child. The professional shall also be entitled to the leave if the pregnancy is terminated as of the beginning of the 20<sup>th</sup> week preceding the due date. The leave may be discontinuous but must be taken between the beginning of the delivery and the 15<sup>th</sup> day following the mother's or child's return to the family residence.

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

For the duration of this leave, the professional shall be entitled to the benefits prescribed in clauses 5-13.15 and 5-13.16, insofar as he is normally entitled to them, and in clause 5-13.19.

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

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

B) Paternity leave without salary for 5 weeks

On the occasion of the birth of his child, the professional is also entitled to a paternity leave of a maximum duration of 5 weeks which, subject to paragraphs D) and E), must be consecutive. This leave must end at the latest at the end of the 52<sup>nd</sup> week following the week of the birth of the child.

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

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

The paternity leave shall be granted upon written request submitted by the professional at least 3 weeks in advance. The time limit can be reduced if the birth occurs before the due date.

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

The professional must report for work on the date of expiry of the paternity leave unless the leave is extended under clause 5-13.33.

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

C) Extension of the paternity leave

The professional who, before the date of expiry of his paternity leave provided for under the preceding paragraph B), 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 which is stated in the medical certificate.

During this extension, the professional shall be considered as being on leave without salary and shall receive no allowance or benefits from the Board. The professional shall receive the benefits prescribed in clause 5-13.34 during this period.

D) Interruption of the paternity leave

When his child is hospitalized, the professional may interrupt his paternity leave provided for under the preceding paragraph B), upon agreement with the Board, by returning to work for the duration of this hospitalization.

E) Dividing the paternity leave

Upon request by the professional, the paternity leave provided for under the preceding paragraph B) may be divided if his child is hospitalized or due to circumstances covered by sections 79.1 and 79.8 to 79.12 of the *Act respecting labour standards* (R.S.Q., c. N-1.1).

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

During such an interruption, the professional shall be considered as being on leave without salary and shall receive no allowance or benefits from the Board. The professional shall receive the benefits prescribed in clause 5-13.34 during the interruption.



- F) Resuming of the interrupted or divided paternity leave

When the professional resumes the interrupted or divided paternity leave under paragraphs D) and E), the Board shall pay the professional the allowance to which he or she would have been entitled had he or she not availed himself or herself of the interruption or division for the number of weeks remaining under paragraph B) or this clause, subject to clause 5-13.01.

- G) During the 5-week paternity leave, the professional shall receive the benefits prescribed in clauses 5-13.15 and 5-13.16, insofar as he is normally entitled to them, and in clause 5-13.19.

**5-13.24 Cases eligible for the Québec Parental Insurance Plan or the Employment Insurance Plan**

- A) During the 5 weeks of paternity leave prescribed in paragraph B) of clause 5-13.23, the professional shall receive an allowance equal to the difference between his basic weekly salary and the amount of QPIP or EIP benefits he is receiving or would receive, upon request.
- B) The allowance shall be calculated on the basis of the QPIP or EIP benefits, as the case may be, to which a professional is entitled, without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other recoverable amounts under the *Act respecting parental insurance* (R.S.Q., c. A-29.011) or the Employment Insurance Plan.

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

When the professional is working for more than one employer, the allowance shall be equal to the difference between 100% of his basic weekly salary paid by the Board and the amount of QPIP or EIP benefits corresponding to the proportion of the basic weekly salary paid by the Board in relation to the total basic weekly salaries paid by all the employers. To this end, the professional shall provide each of his employers a statement of the weekly salaries paid by each of them as well as the amount of benefits payable as a result of the application of the *Act respecting parental insurance* (R.S.Q., c. A-29.011) or by HRSDC.

- C) The Board cannot offset, by the allowance that it pays to the professional on paternity leave, the reduction in the QPIP or EIP benefits attributable to the salary earned from another employer.

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

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

The total amounts received by the professional during his paternity leave as QPIP or EIP benefits, allowances and salary may not however exceed the basic weekly salary paid by the Board or, where applicable, by his employers.

**5-13.25 For the cases prescribed in paragraph B) of clause 5-13.23, in paragraph A) of clauses 5-13.24 and in clause 5-13.26**

- A) No allowance may be paid during the vacation period for which a professional is paid.
- B) The allowance shall be paid by the Board at 2-week intervals. In the case of the professional who is eligible for QPIP or EIP benefits, the first installment need only be paid 15 days after the Board receives proof that he is receiving benefits from one or the other of these plans. For the purposes of this paragraph, a statement of benefits, a stub or information provided by the Ministère de l'Emploi et de la Solidarité sociale or HRSDC to the Board by means of an official statement shall be considered proof.

- C) The basic weekly salary of the professional whose workweek includes fewer hours than prescribed in article 8-1.00 shall be the average basic weekly salary that he received for the last 20 weeks preceding the paternity leave.

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

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

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

#### **5-13.26 Cases not eligible for the Québec Parental Insurance Plan and the Employment Insurance Plan**

The professional who is not eligible for QPIP benefits or to EIP parental benefits shall receive, during the paternity leave provided for in paragraph B) of clause 5-13.23, an allowance equal to his basic weekly salary.

### **Section 5 Leave for adoption and leave of absence without salary with a view to adopt**

#### **Leave for adoption**

##### **5-13.27**

- A) Leave for the adoption of a child other than his or her spouse's child

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

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

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

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

- B) Leave for the adoption of a spouse's child

The professional who legally adopts his or her spouse's child shall be entitled to a leave for a maximum period of 5 working days, of which only the first 2 days shall be remunerated.

The leave may be discontinued, and it may not be taken more than 15 days following the filing of the application for adoption.

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

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

C) Leave for adoption of 5 weeks

The professional 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 E) and F) of this clause, must be consecutive. The leave must end at the latest at the end of the 52<sup>nd</sup> week following the child's arrival home.

For the professional who is eligible for QPIP or EIP benefits, the 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 such benefit payments.

For the professional who is not eligible for QPIP or EIP benefits, the leave must be taken following the child's placement order or its equivalent in the case of international adoption, in accordance with the adoption system, or at another date agreed to with the Board.

The leave for adoption shall be granted following a written request submitted by the professional at least 3 weeks in advance.

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

The professional must report for work on the date of expiry of the leave unless the leave is extended under clause 5-13.33.

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

D) Extension of the leave for adoption

The professional who, before the date of expiry of his or her leave for adoption under the preceding paragraph C), 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 shall be that which is stated on the medical certificate.

During this extension, the professional shall be considered as being on leave without salary and shall receive no allowance or benefits from the Board. The professional shall receive the benefits prescribed in clause 5-13.34 during this period.

E) Interruption of the leave for adoption

When his or her child is hospitalized, the professional may interrupt his or her leave for adoption under the preceding paragraph C), upon agreement with the Board, by returning to work during the period of this hospitalization.

F) Dividing the leave for adoption

Upon request by the professional, the leave for adoption provided for under the preceding paragraph C) may be divided into weeks if his or her child is hospitalized or due to circumstances covered by in sections 79.1 and 79.8 to 79.12 of the *Act respecting labour standards* (R.S.Q., c. N-1.1).

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

During such an interruption, the professional shall be considered on leave without salary and shall receive no allowance or benefits from the Board. The professional shall receive the benefits prescribed in clause 5-13.34 during this period.

- G) Resuming the interrupted or divided paternity leave

When the professional resumes the leave for adoption which has been interrupted or divided under paragraphs E) and F), the Board shall pay the professional 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 covered under paragraph C) of this clause, subject to clause 5-13.01.

- H) For the duration of the leave, the leave provided for under paragraph C) of this clause, the professional shall receive the benefits prescribed in clauses 5-13.15 and 5-13.16, insofar as he or she is normally entitled to them, and in clause 5-13.19.

**5-13.28 Cases eligible for the Québec Parental Insurance Plan or the Employment Insurance Plan**

- A) During the 5 weeks of the leave for adoption prescribed in paragraph C) of clause 5-13.27, the professional shall receive an allowance equal to the difference between his or her basic weekly salary and the amount of QPIP or EIP benefits he or she is receiving or would receive upon request.
- B) This allowance shall be calculated on the QPIP or EIP benefits, as the case may be, that a professional is entitled to receive without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other recoverable amounts under the *Act respecting parental insurance* (R.S.Q., c. A-29.011) or the Employment Insurance Plan.

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

When the professional is working for more than one employer, the allowance shall be equal to the difference between the basic weekly salary paid by the Board and the amount of QPIP or EIP 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 professional shall provide each of his or her employers with a statement of the weekly salaries paid by each of them as well as the amount of the benefits payable as a result of the application of the *Act respecting parental insurance* (R.S.Q., c. A-29.011) or the EIP.

- C) The Board cannot offset, by the allowance that it pays to the professional on leave for adoption, the reduction in the QPIP or EIP benefits attributable to the salary earned from another employer.

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

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

The total amounts received by the professional during his or her leave for adoption in QPIP or EIP benefits, allowances and salary may not however exceed the basic weekly salary paid by the Board or, where applicable, by his or her employers.

**5-13.29 For the cases prescribed in paragraph C) of clause 5-13.27, in paragraph A) of clause 5-13.28 and in clause 5-13.30**

- A) No allowance may be paid during the vacation period for which a professional is paid.

- B) The allowance shall be paid by the Board at 2-week intervals. In the case of the professional who is eligible for QPIP or EIP benefits, the first installment need only be paid 15 days after the Board receives proof that he or she is receiving benefits from one or the other of these plans. For the purposes of this paragraph, a statement of benefits, a stub or information provided by the Ministère de l'Emploi et de la Solidarité sociale or HRSDC to the Board by means of an official statement shall be considered as proof.
- C) The basic weekly salary of the professional whose workweek includes fewer hours than that prescribed in article 8-1.00 shall be the average basic weekly salary that he or she received during the last 20 weeks preceding his or her leave for adoption.

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

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

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

### **5-13.30 Cases not eligible for the Québec Parental Insurance Plan and the Employment Insurance Plan**

The professional who is not eligible for adoption benefits under the QPIP and for parental benefits under the 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 C) of clause 5-13.27, an allowance equal to his or her basic weekly salary.

### **Leaves of absence without salary with a view to adopt**

#### **5-13.31**

A professional shall be entitled to a leave of absence without salary of a maximum duration of 10 weeks to adopt a child, other than the spouses child, beginning on the date on which the professional assumes full legal responsibility for the child except in the case of a child of his or her spouse. This leave shall be granted following a written request submitted at least 2 weeks in advance.

#### **5-13.32**

The professional who travels outside Québec with a view to adopt, other than the spouse's child, shall be granted, for that purpose and upon written request sent to the Board 2 weeks in advance if possible, a leave of absence without salary for the time necessary for the travel.

However this leave with a view to adopt shall end no later than the week following the beginning of QPIP or EIP the benefit payments, as the case may be, and the provisions under paragraph C) of clause 5-13.27 shall apply.

During the leave without salary, the professional shall receive the benefits prescribed in clause 5-13.34.

**Section 6 Leave of absence without salary and part-time leave of absence without salary for maternity, paternity or adoption purposes****5-13.33**

A) The professional is entitled to a leave of absence without salary for 2 years immediately following one of the following leaves:

- a) the maternity leave prescribed in clause 5-13.05;
- b) the paternity leave prescribed in paragraph B) of clause 5-13.23;

However, the leave shall not exceed the 125<sup>th</sup> week following the child's birth.

- c) the leave for adoption prescribed in paragraph C) of clause 5-13.27.

However, the leave shall not exceed the 125<sup>th</sup> week following the child's arrival at home.

The professional whose workweek includes the number of hours prescribed in article 8-1.00 and who does not avail himself or herself of the leave of absence without salary shall be entitled to a part-time leave of absence without salary established over a maximum period of 2 years which shall not exceed the 125<sup>th</sup> week following the child's birth or arrival at home.

The leave of absence without salary shall be granted following a written request submitted at least 3 weeks in advance. In the case of a part-time leave of absence without salary, this request must be submitted at least 30 days in advance. Any such request must specify the date of return and the allocation of the leave.

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

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

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

The professional whose workweek includes fewer hours than the regular workweek prescribed in article 8-1.00 shall also be entitled to the part-time leave without salary which shall not exceed the 125<sup>th</sup> week following the child's birth or arrival at home. However, the other provisions of the Agreement concerning the determination of the number of working hours shall remain in effect.

In the case of a professional whose regular workweek includes the number of hours prescribed in article 8-1.00 and who takes a part-time leave of absence without salary, in the event of a disagreement on the part of the Board with respect to the number of days per week, the professional is entitled to a maximum of 2.5 days per week or equivalent, for up to 2 years. The terms and conditions for taking this leave shall be agreed upon by the Board and the professional. In the event of a disagreement regarding the distribution of the days, the Board shall implement the distribution. If the professional is not satisfied with the distribution implemented by the Board, he or she may renounce the leave.

In the case of the professional whose regular workweek includes fewer hours than the regular workweek prescribed in article 8-1.00 and who takes a part-time leave of absence without salary, the Board and the professional shall agree on the allocation of the leave. In the event of a disagreement, the Board shall implement the allocation. If the professional is not satisfied with the allocation implemented by the Board, he or she may renounce the leave.

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

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

During a part-time leave of absence without salary, the professional shall retain the possibility, if he or she is entitled to it, of using the sick-leave days prescribed in article 5-10.00.

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

#### 5-13.34

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

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

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

#### 5-13.35

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

#### 5-13.36

The professional to whom the Board has sent a 4-week notice indicating the termination date of the leave of absence without salary must submit a notice of his or her return at least 2 weeks before the termination of the said leave. If the professional does not report for work on that date, he or she shall be considered as having resigned.

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

#### 5-13.37

Upon request from the professional, the leave without salary may be divided before the termination of the first 52 weeks if the child is hospitalized or due to circumstances covered by sections 79.1 and 79.8 to 79.12 of the *Act respecting labour standards* (R.S.Q., c. N-1.1).

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

During such an interruption, the professional shall be considered on leave without salary and shall receive no allowance or benefits from the Board. The professional shall receive the benefits prescribed in clause 5-13.34 during this period.

#### **5-13.38**

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

#### **5-13.39 Leaves for parental responsibilities**

- A) A leave without salary or a part-time leave without salary for a maximum of one year shall be granted to a professional whose minor child experiences socioemotional problems or whose minor child is handicapped or ill and who requires her or his care. The Board and the professional shall agree on when the leave may be taken. Failing agreement, the Board shall determine the terms and conditions of the leave. If the professional is not satisfied with the terms and conditions determined by the Board, he or she may renounce such a leave.
- B) The Board allows a professional a leave of absence without salary for the reasons referred to in sections 79.8 to 79.12 of the *Act respecting labour standards* (R.S.Q., c. N-1.1) and in accordance with sections 79.13 to 79.16 of said Act.

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

During the leave of absence without salary prescribed in the first paragraph of paragraph B) of this clause, the professional shall accumulate seniority, experience and shall continue to participate in the applicable basic health insurance plan by paying his or her share of the premiums. The professional may continue to participate in the other applicable complementary insurance plans by so requesting at the beginning of the leave and by paying the total amount of the premiums, plus tax, where applicable.

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

Similarly, a professional who is returning from such leave and who does not have a position shall be reinstated in the position he or she held at the time of departure if the expected duration of this assignment exceeds the end of the leave. If the assignment has ended, the employee shall be entitled to any other assignment in accordance with the provisions of the Agreement.

### **Section 7 Miscellaneous provisions**

#### **5-13.40 Premium for regional disparities**

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

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

The professional who benefits from the leave for adoption prescribed in paragraph C) of clause 5-13.27 and the professional who benefits from the paternity leave under paragraph B) of clause 5-13.23 shall be entitled, during the weeks he or she is receiving benefits, to 100% of the premium for regional disparities during one of these leaves.



**5-13.41**

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.

**5-13.42**

If it is established before an arbitrator that a regular professional who has not completed the probation period prescribed in clause 5-3.02 benefited from a maternity leave or a leave without salary or part-time leave without salary to extend a maternity leave and that the Board nonreengaged her, the latter must prove that it terminated her employment for reasons other than her having benefited from the maternity leave or the leave without salary or part-time leave without salary.

**5-13.43**

Should any amendments be brought to the QPIP, to the *Employment Insurance Act* (S.C. 1996, c. 23) or to the *Act respecting Labour Standards* (R.S.Q., c. N-1.1) with respect to parental rights, it is agreed that the parties shall meet to discuss the possible impact of these amendments on the current parental rights plan.

**5-14.00 NONDISCRIMINATION****5-14.01**

No threat, constraint, discrimination or unjust distinction which might eliminate or compromise a fundamental right or freedom expressly recognized under the *Charter of Human Rights and Freedoms* (R.S.Q., c. C-12) must be exercised against a professional.

**5-14.02**

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

**5-14.03**

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

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

In the case where the Board decides to set up an equal opportunity program, it shall consult the Union through the Labour Relations Committee prescribed in article 4-2.00.

**5-15.02**

The consultation shall focus on the following:

- a) the possibility of setting up an equal opportunity advisory committee grouping together all categories of personnel, it being specified that only one equal opportunity committee may exist at the Board and that the Union shall appoint its representative to that committee; should such a committee be set up, consultation on the items in subparagraphs b) and c) shall be carried out by the committee;
- b) the diagnostic analysis, where applicable;

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

#### **5-15.03**

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

#### **5-15.04**

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

### **5-16.00 PSYCHOLOGICAL HARASSMENT**

#### **5-16.01**

All professionals are entitled to work in an environment that is free of psychological harassment, as prescribed in the *Act respecting Labour Standards* (R.S.Q., c. N-1.1).

#### **5-16.02**

The Board shall use all reasonable means to prevent harassment and to stop any such conduct brought to its attention.

#### **5-16.03**

The professional 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 by the latter in order to follow up on these allegations. During a meeting with the employer, for the purposes of this clause, a union representative may accompany the professional, if he or she so wishes.

#### **5-16.04**

The names of persons involved and the circumstances relating to the meeting prescribed in clause 5-16.03 and to the grievance that may arise must be treated in a confidential manner.

#### **5-16.05**

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.

#### **5-16.06**

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

**5-17.00 EMPLOYEE ASSISTANCE PROGRAM****5-17.01**

In the case where the Board decides to implement an employee assistance program, it shall consult the Union through the Labour Relations Committee on the contents of the program.

**5-17.02**

The employee assistance program shall contain the mechanisms to guarantee confidentiality and to ensure that participation is on a voluntary basis.

**CHAPTER 6-0.00 REMUNERATION****6-1.00 ANNUAL SALARY RATES AND SCALES****6-1.01**

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

**ANNUAL SALARY RATES AND SCALES  
(35 hours)**

2102	Librarian
2105	Specialist in Teaching Methods and Techniques
2107	Student Life Animator
2114	Academic and Vocational Information Counsellor
2115	Dietician or Nutrition Consultant
2118	Finance Officer
2119	Information Officer
2121	Administration Officer
2140	Translator <sup>1</sup>
2141	Spiritual Care and Guidance, and Community Involvement Animator
2146	Certified Translator <sup>1</sup>
2155	Nutrition Consultant

Steps	Periods and Rates				
	2010-04-01 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	As of 2014-04-01
	\$	\$	\$	\$	\$
1	36 912	37 189	37 561	38 218	38 982
2	38 143	38 429	38 813	39 492	40 282
3	39 466	39 762	40 160	40 863	41 680
4	40 836	41 142	41 553	42 280	43 126
5	42 256	42 573	42 999	43 751	44 626
6	43 724	44 052	44 493	45 272	46 177
7	45 236	45 575	46 031	46 837	47 774
8	47 639	47 996	48 476	49 324	50 310
9	49 341	49 711	50 208	51 087	52 109
10	51 130	51 513	52 028	52 938	53 997
11	52 960	53 357	53 891	54 834	55 931
12	54 897	55 309	55 862	56 840	57 977
13	56 916	57 343	57 916	58 930	60 109
14	59 008	59 451	60 046	61 097	62 319
15	61 177	61 636	62 252	63 341	64 608
16	62 682	63 152	63 784	64 900	66 198
17	64 223	64 705	65 352	66 496	67 826
18	67 964	68 474	69 159	70 369	71 776

<sup>1</sup> Notwithstanding clause 1-1.31, for these employment groups, the applicable definition is the one included in the Classification Plan, Professional Personnel, English-language School Boards.

## 2106 Readaptation Officer

Steps	Periods and Rates				
	2010-04-01 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	As of 2014-04-01
	\$	\$	\$	\$	\$
1	38 400	38 688	39 075	39 759	40 554
2	39 680	39 978	40 378	41 085	41 907
3	41 055	41 363	41 777	42 508	43 358
4	42 482	42 801	43 229	43 986	44 866
5	43 959	44 289	44 732	45 515	46 425
6	45 485	45 826	46 284	47 094	48 036
7	47 058	47 411	47 885	48 723	49 697
8	49 559	49 931	50 430	51 313	52 339
9	51 329	51 714	52 231	53 145	54 208
10	53 190	53 589	54 125	55 072	56 173
11	55 095	55 508	56 063	57 044	58 185
12	57 108	57 536	58 111	59 128	60 311
13	59 212	59 656	60 253	61 307	62 533
14	61 384	61 844	62 462	63 555	64 826
15	63 642	64 119	64 760	65 893	67 211
16	65 207	65 696	66 353	67 514	68 864
17	66 811	67 312	67 985	69 175	70 559
18	70 704	71 234	71 946	73 205	74 669

## 2103 Measurement and Evaluation Consultant

Steps	Periods and Rates				
	2010-04-01 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	As of 2014-04-01
	\$	\$	\$	\$	\$
1	37 523	37 804	38 182	38 850	39 627
2	38 772	39 063	39 454	40 144	40 947
3	40 118	40 419	40 823	41 537	42 368
4	41 508	41 819	42 237	42 976	43 836
5	42 955	43 277	43 710	44 475	45 365
6	44 444	44 777	45 225	46 016	46 936
7	45 983	46 328	46 791	47 610	48 562
8	48 425	48 788	49 276	50 138	51 141
9	50 156	50 532	51 037	51 930	52 969
10	51 974	52 364	52 888	53 814	54 890
11	53 834	54 238	54 780	55 739	56 854
12	55 803	56 222	56 784	57 778	58 934
13	57 858	58 292	58 875	59 905	61 103
14	59 979	60 429	61 033	62 101	63 343
15	62 185	62 651	63 278	64 385	65 673
16	63 716	64 194	64 836	65 971	67 290
17	65 283	65 773	66 431	67 594	68 946
18	69 085	69 603	70 299	71 529	72 960

2111 Social Worker<sup>1</sup>  
 2123 Orthopedagogue<sup>1</sup>  
 2149 Social Service Officer<sup>1</sup>  
 2150 Psychoeducator<sup>1</sup>

	Periods and Rates					
	2010-04-01 to 2010-12-30	2010-12-31 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	As of 2014-04-01
Steps	\$	\$	\$	\$	\$	\$
1	38 400	38 757	39 048	39 438	40 128	40 931
2	39 680	40 049	40 349	40 752	41 465	42 294
3	41 055	41 437	41 748	42 165	42 903	43 761
4	42 482	42 877	43 199	43 631	44 395	45 283
5	43 959	44 368	44 701	45 148	45 938	46 857
6	45 485	45 908	46 252	46 715	47 533	48 484
7	47 058	47 496	47 852	48 331	49 177	50 161
8	49 559	50 020	50 395	50 899	51 790	52 826
9	51 329	51 806	52 195	52 717	53 640	54 713
10	53 190	53 685	54 088	54 629	55 585	56 697
11	55 095	55 607	56 024	56 584	57 574	58 725
12	57 108	57 639	58 071	58 652	59 678	60 872
13	59 212	59 763	60 211	60 813	61 877	63 115
14	61 384	61 955	62 420	63 044	64 147	65 430
15	63 642	64 234	64 716	65 363	66 507	67 837
16	65 207	65 813	66 307	66 970	68 142	69 505
17	66 811	67 432	67 938	68 617	69 818	71 214
18	70 704	71 354	71 889	72 608	73 879	75 357

<sup>1</sup> Annual salary rates and scales resulting from the application of the *Pay Equity Act* (R.S.Q., c. E-12.001)

## 2147 Preschool Education Consultant

Steps	Periods and Rates				
	2010-04-01 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	As of 2014-04-01
	\$	\$	\$	\$	\$
1	37 520	37 801	38 179	38 847	39 624
2	38 766	39 057	39 448	40 138	40 941
3	40 118	40 419	40 823	41 537	42 368
4	41 509	41 820	42 238	42 977	43 837
5	42 946	43 268	43 701	44 466	45 355
6	44 444	44 777	45 225	46 016	46 936
7	45 986	46 331	46 794	47 613	48 565
8	48 434	48 797	49 285	50 147	51 150
9	50 145	50 521	51 026	51 919	52 957
10	51 984	52 374	52 898	53 824	54 900
11	53 840	54 244	54 786	55 745	56 860
12	55 804	56 223	56 785	57 779	58 935
13	57 855	58 289	58 872	59 902	61 100
14	59 984	60 434	61 038	62 106	63 348
15	62 180	62 646	63 272	64 379	65 667
16	63 723	64 201	64 843	65 978	67 298
17	65 285	65 775	66 433	67 596	68 948
18	69 086	69 604	70 300	71 530	72 961

## 2120 Analyst

Steps	Periods and Rates				
	2010-04-01 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	As of 2014-04-01
	\$	\$	\$	\$	\$
1	38 213	38 500	38 885	39 565	40 356
2	39 616	39 913	40 312	41 017	41 837
3	41 085	41 393	41 807	42 539	43 390
4	42 645	42 965	43 395	44 154	45 037
5	44 232	44 564	45 010	45 798	46 714
6	45 871	46 215	46 677	47 494	48 444
7	47 635	47 992	48 472	49 320	50 306
8	50 302	50 679	51 186	52 082	53 124
9	52 221	52 613	53 139	54 069	55 150
10	54 224	54 631	55 177	56 143	57 266
11	56 309	56 731	57 298	58 301	59 467
12	58 468	58 907	59 496	60 537	61 748
13	60 730	61 185	61 797	62 878	64 136
14	63 090	63 563	64 199	65 322	66 628
15	65 581	66 073	66 734	67 902	69 260
16	67 194	67 698	68 375	69 572	70 963
17	68 846	69 362	70 056	71 282	72 708
18	70 568	71 097	71 808	73 065	74 526

2112 Speech Therapist or Audiologist<sup>1</sup>

Steps	Periods and Rates					As of 2014-04-01
	2010-04-01 to 2010-12-30	2010-12-31 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	
	\$	\$	\$	\$	\$	\$
1	38 292	38 648	38 938	39 327	40 015	40 815
2	39 700	40 069	40 370	40 774	41 488	42 318
3	41 172	41 555	41 867	42 286	43 026	43 887
4	42 734	43 131	43 454	43 889	44 657	45 550
5	44 327	44 739	45 075	45 526	46 323	47 249
6	45 969	46 397	46 745	47 212	48 038	48 999
7	47 734	48 178	48 539	49 024	49 882	50 880
8	50 408	50 877	51 259	51 772	52 678	53 732
9	52 329	52 816	53 212	53 744	54 685	55 779
10	54 336	54 841	55 252	55 805	56 782	57 918
11	56 426	56 951	57 378	57 952	58 966	60 145
12	58 592	59 137	59 581	60 177	61 230	62 455
13	60 856	61 422	61 883	62 502	63 596	64 868
14	63 222	63 810	64 289	64 932	66 068	67 389
15	65 718	66 329	66 826	67 494	68 675	70 049
16	67 337	67 963	68 473	69 158	70 368	71 775
17	68 990	69 632	70 154	70 856	72 096	73 538
18	70 704	71 354	71 889	72 608	73 879	75 357

## 2152 Speech and Hearing Correction Officer

Steps	Periods and Rates				As of 2014-04-01
	2010-04-01 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	
	\$	\$	\$	\$	\$
1	38 292	38 579	38 965	39 647	40 440
2	39 700	39 998	40 398	41 105	41 927
3	41 172	41 481	41 896	42 629	43 482
4	42 734	43 055	43 486	44 247	45 132
5	44 327	44 659	45 106	45 895	46 813
6	45 969	46 314	46 777	47 596	48 548
7	47 734	48 092	48 573	49 423	50 411
8	50 408	50 786	51 294	52 192	53 236
9	52 329	52 721	53 248	54 180	55 264
10	54 336	54 744	55 291	56 259	57 384
11	56 426	56 849	57 417	58 422	59 590
12	58 592	59 031	59 621	60 664	61 877
13	60 856	61 312	61 925	63 009	64 269
14	63 222	63 696	64 333	65 459	66 768
15	65 718	66 211	66 873	68 043	69 404
16	67 337	67 842	68 520	69 719	71 113
17	68 990	69 507	70 202	71 431	72 860
18	70 704	71 234	71 946	73 205	74 669

<sup>1</sup> Annual salary rates and scales resulting from the application of the *Pay Equity Act* (R.S.Q., c. E-12.001)



2104	Education Consultant
2109	Guidance Counsellor
2122	Engineer
2142	Moral, Religious and Spiritual Education Consultant
2148	Architect
2153	Counsellor in Academic Training
2154	Counsellor in Reeducation

Steps	Periods and Rates				
	2010-04-01 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	As of 2014-04-01
	\$	\$	\$	\$	\$
1	37 541	37 823	38 201	38 870	39 647
2	38 969	39 261	39 654	40 348	41 155
3	40 454	40 757	41 165	41 885	42 723
4	41 996	42 311	42 734	43 482	44 352
5	43 597	43 924	44 363	45 139	46 042
6	45 272	45 612	46 068	46 874	47 811
7	47 049	47 402	47 876	48 714	49 688
8	50 212	50 589	51 095	51 989	53 029
9	52 196	52 587	53 113	54 042	55 123
10	54 261	54 668	55 215	56 181	57 305
11	56 425	56 848	57 416	58 421	59 589
12	58 682	59 122	59 713	60 758	61 973
13	61 077	61 535	62 150	63 238	64 503
14	63 535	64 012	64 652	65 783	67 099
15	66 141	66 637	67 303	68 481	69 851
16	67 769	68 277	68 960	70 167	71 570
17	69 437	69 958	70 658	71 895	73 333
18	71 173	71 707	72 424	73 691	75 165

2113 Psychologist<sup>1</sup>

	Periods and Rates					
	2010-04-01 to 2010-12-30	2010-12-31 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	As of 2014-04-01
Steps	\$	\$	\$	\$	\$	\$
1	37 541	39 516	39 812	40 210	40 914	41 732
2	38 969	41 019	41 327	41 740	42 470	43 319
3	40 454	42 582	42 901	43 330	44 088	44 970
4	41 996	44 205	44 537	44 982	45 769	46 684
5	43 597	45 890	46 234	46 696	47 513	48 463
6	45 272	47 653	48 010	48 490	49 339	50 326
7	47 049	49 524	49 895	50 394	51 276	52 302
8	50 212	52 853	53 249	53 781	54 722	55 816
9	52 196	54 942	55 354	55 908	56 886	58 024
10	54 261	57 115	57 543	58 118	59 135	60 318
11	56 425	59 393	59 838	60 436	61 494	62 724
12	58 682	61 769	62 232	62 854	63 954	65 233
13	61 077	64 290	64 772	65 420	66 565	67 896
14	63 535	66 877	67 379	68 053	69 244	70 629
15	66 141	69 620	70 142	70 843	72 083	73 525
16	67 769	71 334	71 869	72 588	73 858	75 335
17	69 437	73 089	73 637	74 373	75 675	77 189
18	71 173	74 915	75 477	76 232	77 566	79 117

2143 Development Officer<sup>1</sup>

	Periods and Rates					
	2010-04-01 to 2010-12-30	2010-12-31 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	As of 2014-04-01
Steps	\$	\$	\$	\$	\$	\$
1	37 541	37 639	37 921	38 300	38 970	39 749
2	38 969	39 070	39 363	39 757	40 453	41 262
3	40 454	40 559	40 863	41 272	41 994	42 834
4	41 996	42 105	42 421	42 845	43 595	44 467
5	43 597	43 710	44 038	44 478	45 256	46 161
6	45 272	45 390	45 730	46 187	46 995	47 935
7	47 049	47 171	47 525	48 000	48 840	49 817
8	50 212	50 343	50 721	51 228	52 124	53 166
9	52 196	52 332	52 724	53 251	54 183	55 267
10	54 261	54 402	54 810	55 358	56 327	57 454
11	56 425	56 572	56 996	57 566	58 573	59 744
12	58 682	58 835	59 276	59 869	60 917	62 135
13	61 077	61 236	61 695	62 312	63 402	64 670
14	63 535	63 700	64 178	64 820	65 954	67 273
15	66 141	66 313	66 810	67 478	68 659	70 032
16	67 769	67 945	68 455	69 140	70 350	71 757
17	69 437	69 618	70 140	70 841	72 081	73 523
18	71 173	71 354	71 889	72 608	73 879	75 357

<sup>1</sup> Annual salary rates and scales resulting from the application of the *Pay Equity Act* (R.S.Q., c. E-12.001)

2116 Occupational Therapist<sup>1</sup>

Steps	Periods and Rates					As of 2014-04-01
	2010-04-01 to 2010-12-30	2010-12-31 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	
	\$	\$	\$	\$	\$	\$
1	39 689	42 058	42 373	42 797	43 546	44 417
2	40 606	43 030	43 353	43 787	44 553	45 444
3	41 524	44 003	44 333	44 776	45 560	46 471
4	42 482	45 018	45 356	45 810	46 612	47 544
5	43 959	46 583	46 932	47 401	48 231	49 196
6	45 485	48 200	48 562	49 048	49 906	50 904
7	47 058	49 867	50 241	50 743	51 631	52 664
8	49 559	52 518	52 912	53 441	54 376	55 464
9	51 329	54 393	54 801	55 349	56 318	57 444
10	53 190	56 365	56 788	57 356	58 360	59 527
11	55 095	58 384	58 822	59 410	60 450	61 659
12	57 108	60 517	60 971	61 581	62 659	63 912
13	59 212	62 747	63 218	63 850	64 967	66 266
14	61 384	65 049	65 537	66 192	67 350	68 697
15	63 642	67 441	67 947	68 626	69 827	71 224
16	65 207	69 100	69 618	70 314	71 544	72 975
17	66 811	70 800	71 331	72 044	73 305	74 771
18	70 704	74 915	75 477	76 232	77 566	79 117

## 2151 Functional Rehabilitation Officer

Steps	Periods and Rates				As of 2014-04-01
	2010-04-01 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	
	\$	\$	\$	\$	\$
1	39 689	39 987	40 387	41 094	41 916
2	40 606	40 911	41 320	42 043	42 884
3	41 524	41 835	42 253	42 992	43 852
4	42 482	42 801	43 229	43 986	44 866
5	43 959	44 289	44 732	45 515	46 425
6	45 485	45 826	46 284	47 094	48 036
7	47 058	47 411	47 885	48 723	49 697
8	49 559	49 931	50 430	51 313	52 339
9	51 329	51 714	52 231	53 145	54 208
10	53 190	53 589	54 125	55 072	56 173
11	55 095	55 508	56 063	57 044	58 185
12	57 108	57 536	58 111	59 128	60 311
13	59 212	59 656	60 253	61 307	62 533
14	61 384	61 844	62 462	63 555	64 826
15	63 642	64 119	64 760	65 893	67 211
16	65 207	65 696	66 353	67 514	68 864
17	66 811	67 312	67 985	69 175	70 559
18	70 704	71 234	71 946	73 205	74 669

<sup>1</sup> Annual salary rates and scales resulting from the application of the *Pay Equity Act* (R.S.Q., c. E-12.001)

2144 Lawyer  
2145 Notary

Steps	Periods and Rates				
	2010-04-01 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	As of 2014-04-01
	\$	\$	\$	\$	\$
1	39 298	39 593	39 989	40 689	41 503
2	40 849	41 155	41 567	42 294	43 140
3	42 484	42 803	43 231	43 988	44 868
4	44 219	44 551	44 997	45 784	46 700
5	45 992	46 337	46 800	47 619	48 571
6	47 875	48 234	48 716	49 569	50 560
7	49 836	50 210	50 712	51 599	52 631
8	52 846	53 242	53 774	54 715	55 809
9	54 832	55 243	55 795	56 771	57 906
10	56 897	57 324	57 897	58 910	60 088
11	59 044	59 487	60 082	61 133	62 356
12	61 291	61 751	62 369	63 460	64 729
13	63 630	64 107	64 748	65 881	67 199
14	66 092	66 588	67 254	68 431	69 800
15	67 597	68 104	68 785	69 989	71 389
16	69 257	69 776	70 474	71 707	73 141
17	70 963	71 495	72 210	73 474	74 943
18	75 060	75 623	76 379	77 716	79 270

## 6-2.00 PROVISIONS CONCERNING REMUNERATION

### 6-2.01 Increase in salary rates and scales

#### A) Period from April 1<sup>st</sup>, 2010 to March 31<sup>st</sup>, 2011

The salary rates and scales applicable on March 31<sup>st</sup>, 2010 shall be increased as of April 1<sup>st</sup>, 2010, by a percentage equal to 0.5%.

#### B) Period from April 1<sup>st</sup>, 2011 to March 31<sup>st</sup>, 2012

The salary rates and scales applicable on March 31<sup>st</sup>, 2011 shall be increased as of April 1<sup>st</sup>, 2011, by a percentage equal to 0.75%.

#### C) Period from April 1<sup>st</sup>, 2012 to March 31<sup>st</sup>, 2013

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

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

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

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

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

**D) Period from April 1<sup>st</sup>, 2013 to March 31<sup>st</sup>, 2014**

The salary rates and scales applicable on March 31<sup>st</sup>, 2013 shall be increased as of April 1<sup>st</sup>, 2013, by a percentage equal to 1.75%.

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

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

**E) Period from April 1<sup>st</sup>, 2014 to March 31<sup>st</sup>, 2015**

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

The percentage determined at the preceding paragraph shall be increased, as of April 1<sup>st</sup>, 2014, by 1.25 times the difference between the cumulative increase (sum of the annual variations) in Québec's nominal GDP<sup>1</sup> based on Statistics Canada data for the years 2010, 2011, 2012 and 2013<sup>3</sup> and the forecast cumulative increase (sum of the annual variations) in Québec's nominal GDP for the same years, established at 3.8% for the year 2010, at 4.5% for the year 2011, at 4.4% for the year 2012 and at 4.3% for the year 2013. The percentage increase so computed may not, however, be greater than 3.5% less the increase granted on April 1<sup>st</sup>, 2012 as prescribed in the 2<sup>nd</sup> paragraph of the preceding paragraph C) and the increase granted on April 1<sup>st</sup>, 2013 as prescribed in the 2<sup>nd</sup> paragraph of the preceding paragraph D).

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

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

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

<sup>3</sup> As of the first available estimate from Statistics Canada of Québec's nominal GDP for the year 2013 and its estimate at the same moment of Québec's nominal GDP for the years 2009, 2010, 2011 and 2012.

**F) Adjustment as of March 31<sup>st</sup>, 2015**

The salary rates and scales applicable on March 30<sup>th</sup>, 2015 shall be increased as of March 31<sup>st</sup>, 2015, by a percentage equal to the difference between the cumulative variations (sum of the annual variations) in the consumer price index<sup>1</sup> for Québec, based on Statistics Canada data for the Agreement years 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015<sup>2</sup> and the cumulative salary parameters (sum of the annual parameters) determined under the preceding paragraphs A) to E), including adjustments arising from an increase in Québec's nominal GDP. The percentage increase so computed may not, however, be greater than 1.0%.

**G) Retroactivity following the coming into force of the Agreement**

The salary adjustments resulting from the salary rates and scales applicable for the period of April 1<sup>st</sup>, 2011 to March 31<sup>st</sup>, 2012, shall begin no later than 45 days of the date of the coming into force of the Agreement.

Subject to the provisions of the following paragraph, the retroactive amounts resulting from the application of the Agreement for the period starting on April 1<sup>st</sup>, 2010 until the moment of the salary adjustment prescribed in the preceding paragraph shall be paid during a complete pay period and no later than 60 days of the date of the coming into force of the Agreement.

The professional whose employment ended between April 1<sup>st</sup>, 2010 and the payment of retroactivity must make a written request for payment as prescribed in the Agreement within the 4 months of the Union forwarding the list referred to in the following paragraph. In the event of the professional's death, the request must be made, in writing, within the same time period, by his or her heirs or assigns. All requests for retroactivity shall be accompanied by a cheque specimen.

No later than 120 days of the date of the coming into force of the Agreement, the Board shall provide the Union with the list of professionals whose employment has ended since April 1<sup>st</sup>, 2010 and their last known address entered in the Board's pay system.

The amounts owing in accordance with the third paragraph are payable within 60 days of the receipt of the request.

**H) Retroactivity following an increase of the salary rates and scales under paragraphs C), D) and E) of this clause**

The retroactivity resulting from an increase of the salary rates and scales prescribed in the second paragraph of paragraphs C), D) and E) of this clause shall be paid to the professional during a complete pay period and no later than 60 days of the date of the increase of the salary rates and scales prescribed in the third paragraph of the paragraphs mentioned previously.

The professional whose employment ended between the start of the periods under paragraphs C), D) and E) of this clause and the payment of retroactivity prescribed in the preceding paragraph must make a written request for the payment as prescribed in the paragraph within the 4 months of the Union forwarding the list prescribed in the following paragraph. In the event of the professional's death, the request must be made, in writing, within the same time period, by his or her heirs or assigns. All requests for retroactivity shall be accompanied by a cheque specimen.

No later than 120 days of the increase date of the salary rates and scales, for each of the periods concerned, the Board shall provide the Union with the list of professionals whose employment has ended between the period concerned and the date of the salary increase, as well as their last known address entered in the Board's pay system.

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<sup>1</sup> Consumer Price Index for Québec. Source: Statistics Canada, CANSIM, Table 326-0020, serial number CANSIM v41691783.

<sup>2</sup> For each year of the Agreement, the annual variation in the consumer price index corresponds to the variation between the average indexes for the months of April to March of the Agreement year concerned and the average indexes for the preceding months of April to March.

The amounts owing in accordance with the second paragraph are payable within 60 days of the receipt of the request.

**I) Retroactivity following an increase of the salary rates and scales under paragraph F) of this clause**

The retroactivity prescribed in paragraph F) of this clause shall be included in the professionals' pay within 60 days following the publication of the Statistics Canada data regarding Québec's nominal GDP for the month of March 2015.

The retroactivity resulting from the preceding paragraph shall be paid to the professional during a complete pay period and no later than 60 days of the increase date of the salary rates and scales prescribed in the preceding paragraph.

The professional whose employment ended between March 31<sup>st</sup>, 2015 and the date of the salary increase prescribed in the first paragraph of this paragraph must make a written request for the payment as prescribed in the paragraph within the 4 months of the Union forwarding the list prescribed in the following paragraph. In the event of the professional's death, the request must be made, in writing, within the same time period, by his or her heirs or assigns. All requests for retroactivity shall be accompanied by a cheque specimen.

No later than 120 days of the increase date of the salary rates and scales prescribed in the first paragraph of this paragraph, the Board shall provide the Union with the list of professionals whose employment has ended between March 31<sup>st</sup>, 2105 and the date of salary increase, as well as their last known address entered in the Board's pay system.

The amounts owing in accordance with the third paragraph are payable within 60 days of the receipt of the request.

**6-2.02 Overscale professionals**

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

**6-2.03 Professional coordination premium**

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

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

- B) This premium shall be calculated on the basis of the salary rate applicable to this professional and shall be paid to him or her for the period during which he or she assumes this responsibility.

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

#### **6-3.01**

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

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

#### **6-3.02**

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

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

#### **6-3.03**

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

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

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

#### **6-3.04**

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

### **6-4.00 RECOGNITION OF SCHOOLING**

#### **6-4.01**

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

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



**6-4.02**

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

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

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

**6-4.03**

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

**6-4.04**

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

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

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

**6-5.02**

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

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

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

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

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

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

**6-8.00 CLASSIFICATION****6-8.01**

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

**6-8.02**

The professional who is engaged after the date of the coming into force of the Agreement shall be classified in one of the employment groups prescribed in the Classification Plan, according to the duties assigned by the Board.

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

**6-8.03**

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

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

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

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

**6-8.04**

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

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

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

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

**6-9.02**

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

**6-9.03**

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

**6-9.04**

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

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

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

**6-10.02**

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

For the purpose of applying this clause, any period during which the professional receives his or her salary, any period during which he or she is on leave for educational purposes, any period during which he or she is on a parental leave prescribed in clauses 5-13.05, 5-13.08, 5-13.20, 5-13.23 B) and 5-13.27 C), as well as absences for disability for which the total duration does not exceed 3 months per school year shall be considered as a work period.

**6-10.03**

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

Following such a refusal, a grievance may be submitted.

**6-10.04**

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

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

**6-10.05**

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

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

#### **6-11.00 PAYMENT OF SALARY**

##### **6-11.01**

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

The Board and the professional may also agree on a method of payment such as credit transfer or direct deposit.

##### **6-11.02**

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

##### **6-11.03**

The amounts payable to a professional during his or her vacation shall be remitted before his or her departure on vacation as long as the professional so requests at least 2 weeks prior to his or her departure.

##### **6-11.04**

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

##### **6-11.05**

The cheque stub must contain the following information:

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

##### **6-11.06**

The Board shall give the professional, within 15 days of his or her departure, a signed statement indicating the amounts of salary owing, provided that the professional has given the Board prior notice of his or her departure.

The Board shall give or send the professional his or her paycheque in the pay period following his or her departure. The fringe benefits redeemable under the Agreement shall be paid to the professional no later than 45 days after his or her departure.

##### **6-11.07**

Upon prior request, the Board shall, within 15 days of his or her departure, give the professional a written attestation of the duration of service with the Board.

**6-11.08**

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

However, in the event of the definitive departure of the professional, the Board shall be entitled to recover the total amount concerned from the amounts due to the professional.

**6-11.09**

A professional who leaves the employment of the Board shall retain, after his or her departure, the right to contest by means of a grievance, according to the procedure prescribed in Chapter 9-0.00, the application by the Board of clauses 6-11.04 and 6-11.06.

**CHAPTER 7-0.00 FRINGE BENEFITS RELATED TO WORKING CONDITIONS****7-1.00 SENIORITY****7-1.01**

The professional in the employ of the Board on the date of signing of the Agreement shall retain the seniority already acquired on that date.

**7-1.02**

Seniority shall be the period of employment, in years, months and days, at the Board, either as a professional or in another capacity.

**7-1.03**

A professional shall lose his or her seniority for the following reasons:

- a) resignation;
- b) dismissal;
- c) nonreengagement or failure to be recalled to a position during a period exceeding 24 months.

The professional shall maintain accumulated seniority when he or she is nonreengaged or not recalled for a period not exceeding 24 months.

**7-1.04**

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

**7-1.05**

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

**7-1.06**

The alienation, total or partial concession, division, amalgamation or change in the legal structure of the Board shall not affect the seniority of a professional in the employ of a board or boards affected by the alienation, total or partial concession, division, amalgamation or change in the legal structure; the seniority of the professional shall be the same as that he or she would have had had the change not occurred.

**7-1.07**

The seniority of a professional whose workweek includes fewer hours than that prescribed in article 8-1.00 shall be calculated in proportion to the number of regular hours prescribed in his or her schedule in relation to that of the regular workweek prescribed in article 8-1.00.

**7-2.00 LEAVE FOR EDUCATION-RELATED ACTIVITIES****7-2.01**

A professional who is invited to give a lecture on an educational subject or to take part in study sessions (seminars, committees, conferences, pedagogical information days) may take a leave of absence if he or she receives prior approval from the Board.

The leave of absence shall be with pay, unless the professional is remunerated for his or her participation by another organization in which case the professional shall remit to the Board the salary received for his or her participation up to his or her regular pay for the period of the leave.

### **7-2.02**

If he or she receives the prior written authorization of the Board, the professional who wishes to practise his or her profession in an academic or governmental body (Québec, Canadian or foreign) or as provided for under the James Bay and Northern Québec Agreement may benefit from a leave without salary under article 7-3.00 for a maximum period of 2 years.

## **7-3.00 LEAVES OF ABSENCE WITHOUT SALARY**

### **7-3.01**

The Board may grant a professional a leave without salary for reasons it deems valid. The duration of the leave shall be agreed to by the professional and the Board.

The Board may also grant a professional who has acquired his or her tenure under article 5-6.00 a part-time leave of absence without salary for a specific period for reasons it deems valid. The provisions of this article shall apply, with the necessary changes, to the professional who benefits from such a leave.

If the Board decides to replace a professional on a part-time leave of absence without salary, it shall offer the hours to another professional already in its employ, provided that the other professional is in the same employment group or, where applicable, the same sector of activities and that the Education Committee of the locality of Nunavik concerned recommends the assignment. In keeping with the needs to be filled, the hours thus offered must be compatible with the working hours of the professional who carries out the replacement, must not exceed the number of hours prescribed in article 8-1.00, and may not constitute continuous service for the purpose of acquiring tenure within the meaning of clause 5-6.02.

### **7-3.02**

Notwithstanding the first paragraph of clause 7-3.01, the regular professional shall be entitled, after having completed at least 7 years of continuous service, to a leave without salary for the total number of hours of his or her regular workweek for one school year or for any other additional period of 12 months agreed to by the professional and the Board. The professional concerned must give the Board a written notice of at least 60 days before the beginning of the school year or the 12-month period during which he or she intends to benefit from such a leave.

Moreover, notwithstanding the first paragraph of clause 7-3.01, the Board shall grant a leave of absence without salary for a period not exceeding 12 months to the professional whose spouse's place of work changes temporarily or permanently thus obliging him or her to change localities. The professional concerned must give the Board a written notice of at least 60 days before the beginning of the school year during which he or she intends to benefit from such a leave.

### **7-3.03**

The Board shall grant the professional a leave of absence without salary for a period that may last up to the end of the school year, when the request for the leave of absence states the projected date of his or her departure and if:

- a) the death of his or her spouse or his or her dependent child occurred within 30 days preceding the request;
- or
- b) his or her spouse or his or her dependent child is suffering from a serious illness which must be established as such by a medical certificate;
- or

- c) the request for a leave of absence is for reasons of divorce or legal separation. The professional must provide, at the Board's request, any required supporting documents of a legal nature.

**7-3.04**

If the professional has used up the salary insurance or work accident benefits prescribed in clause 5-10.30 or in article 5-12.00 and then, in clause 5-10.44, the professional on disability leave shall be granted a leave of absence without salary for the remainder of the school year in progress.

**7-3.05**

The professional who is on a leave without salary shall maintain, during his or her absence, his or her tenure and the years of experience recognized upon his or her departure.

**7-3.06**

Moreover, the professional on a leave without salary shall be entitled:

- a) to apply for positions for which he or she is eligible;
- b) to participate in the group insurance plan prescribed in the Agreement, provided that he or she pay in advance the total premiums due including the Board's share.

**7-3.07**

If the professional resigns during or at the end of the leave without salary, he or she shall reimburse any amount paid by the Board for and in the name of the professional.

**7-3.08**

The Board may cancel the engagement of the professional who does not use his or her leave without salary for the purpose for which he or she obtained it.

**7-3.09**

A leave of absence without salary shall be subject to the terms and conditions of departure and return to work agreed to in writing by the Board and the professional.

**7-3.10**

Upon his or her return, the professional concerned shall be reinstated in the position he or she held at the time of his or her departure or another position to which he or she is reassigned or transferred by the Board, the foregoing subject to the other provisions of the Agreement.

**7-4.00 SPECIAL LEAVES****7-4.01**

The professional in service shall be entitled to special leaves for the events listed hereinafter, during which he or she may be absent without loss of salary or premiums for regional disparities:

- a) his or her marriage or civil union: a maximum of 7 consecutive days, working days or not, including the day of the wedding or civil union;
- b) the marriage or civil union of his or her father, mother, son, daughter, brother or sister: the day of the wedding or civil union provided that he or she attend;
- c) the death of his or her spouse, child or spouse's child if the child lives with the professional: a maximum of 7 consecutive days, working days or not, including the day of the funeral;



- d) the death of his or her father, mother, brother or sister: 5 consecutive days, working days or not, including the day of the funeral;
- e) the death of his or her father-in-law, mother-in-law, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandson or granddaughter: 3 consecutive days, working days or not, including the day of the funeral; however, if the grandfather or the grandmother lived on a permanent basis with the professional in the locality in Nunavik, the leave shall be extended to 5 days;
- f) his or her ordination, the taking of perpetual vows: 3 consecutive days, working days or not, including the day of the event;
- g) the change of domicile: the moving day (once per calendar year);
- h) an annual maximum of 3 working days to cover fortuitous events (disaster, fire, flood, etc.) which oblige a professional to be absent from work; any other reason which obliges a professional to be absent from work and for whom the Board and the Union agree to grant permission to be absent without loss of salary;
- i) a maximum of 2 working days to extend the leave prescribed in paragraph A) of clause 5-13.23 and paragraph A) of clause 5-13.24. The additional time shall be granted only to cover the travelling time of the professional when an event takes place outside the locality where the professional works and the professional is required to travel to one of the localities of Nunavik or is required to leave the territory of Nunavik.

#### 7-4.02

- a) The professional assigned to Montréal who attends a funeral outside the territory of Nunavik shall benefit without loss of salary, supplement or premiums for regional disparities from one additional day above the number indicated in subparagraphs c), d) and e) of clause 7-4.01 if the funeral takes place at more than 240 kilometres from his or her place of residence and from 2 additional days if he or she attends the funeral and if the distance is more than 480 kilometres from the professional's place of residence.
- b) If the professional is assigned to Montréal or one of the localities of Nunavik and if the funeral takes place in a locality situated in Nunavik other than the professional's locality of assignment and he or she attends the funeral, he or she shall also be entitled to the required travel time in addition to the time indicated in subparagraphs c), d) and e) of clause 7-4.01.
- c) The professional assigned to one of the localities of Nunavik who attends a funeral outside the territory of Nunavik shall be entitled to the actual travel time between his or her locality of assignment and either Montréal or Québec City and to subparagraph a) of this clause.
- d) The Board shall take into account any problem encountered by the professional while travelling to the locality of the event and from the locality of the event to the locality of his or her assignment.

#### 7-4.03

Any regular professional in the employ of the Board whose workweek includes the number of hours prescribed in article 8-1.00 may use, subject to the following paragraph, 2 days for personal business per school year provided that he or she give the Board a notice of at least 24 hours. In the case of a regular professional whose regular workweek includes fewer hours than that prescribed in article 8-1.00, the number of days shall be established in proportion to the time he or she works in relation to the number of hours prescribed in article 8-1.00.

The days thus used shall be deducted from the credit of the redeemable sick-leave days or from the other redeemable days credited to the professional, at the choice of the professional, or shall be taken without salary if he or she has no more redeemable sick-leave days to his or her credit.

The leave for personal business must be taken in half-days or full days.

**7-4.04**

Subject to the other provisions of the Agreement, a professional shall be entitled to a leave of absence for a period of 10 days each year of which 6 days shall be deducted from his or her annual bank of sick-leave days to perform duties related to the custody, health or education of his or her child or the child of his or her spouse. Under the same conditions, he or she shall also be entitled to use these days to perform duties related to the state of health of his or her spouse, father, mother, a brother, sister or one of his or her grandparents.

Days taken for this purpose shall be deducted, up to 6 days, from the professional's annual bank of sick-leave days and, failing that, the leave shall be without salary. The leave can also be divided into half-days.

The Board shall receive prior notice of the leave or, if this is not possible, upon the professional's return to work.

**7-4.05**

The Board, upon request, shall permit a professional to be absent without loss of salary during the time when:

- a) he or she sits for official admission or achievement examinations in an educational institution recognized by the Ministère;
- b) he or she acts as a juror or witness in a court of law in a case to which he or she is not a party;
- c) upon the order of the public health department, he or she is placed under quarantine in his or her dwelling because of a contagious disease affecting a person living in the same dwelling;
- d) at the specific request of the Board, he or she undergoes a medical examination in addition to that required by law.

**7-4.06**

If a professional is unable to notify the Board in advance under this article, he or she must do so as soon as possible according to the provisions of clause 8-4.01.

**7-5.00 NONWORKING DAYS WITH PAY****7-5.01**

Under this article, every professional in service shall be entitled to 13 nonworking days with pay per school year.

Only the nonworking days with pay during which the professional in service would have been entitled to his or her salary shall be payable under this article. However, the professional who works fewer than 35 hours per week shall be entitled to a minimum number of nonworking days with pay in proportion to the number of hours prescribed in his or her schedule in relation to 35 hours and based on the number of nonworking days with pay specified in this clause. Where applicable, the minimum determined in this paragraph shall be made up by a compensatory leave prior to the expiry of his or her contract of engagement or before the end of the school year.

**7-5.02**

For each school year, a professional eligible under the conditions determined in clause 7-5.01 shall be entitled to the following nonworking days with pay:

- a) the working days included during the period from December 24 to January 3 inclusively;

- b) the remaining nonworking days with pay shall be determined yearly and agreed to by the local parties; failing agreement, the Board shall determine the list of nonworking days with pay in conformity with the school calendar from among the following dates: July 1, the first Monday in September (Labour Day), the second Monday in October (Thanksgiving Day), Good Friday, Easter Monday, Fête des Patriotes and June 24.

#### **7-5.03**

The list of nonworking days with pay shall be posted or forwarded to the professionals at the beginning of each school year.

#### **7-5.04**

November 11 or the anniversary of the signing of the James Bay and Northern Québec Agreement is a nonworking day with pay. The Board may defer the nonworking day with pay.

### **7-6.00 PUBLIC OFFICE**

#### **7-6.01**

The tenured professional who intends to run for public office may, upon 15 days' notice, be absent from work for the period of time required. In such a case, the Board shall grant a leave without salary for the period of the electoral campaign and, if applicable, for the term of office.

Moreover, the regular professional who is a candidate in a municipal, school, provincial or federal election or in an election in an organization provided for under the James Bay and Northern Québec Agreement or for a position on the board of directors of the Fédération des coopératives du Nord Québécois or the Société de Makivik shall be entitled, upon request, to a leave of absence without salary which extends from the declaration of the election to the 10<sup>th</sup> day following the election or for a shorter period between the 2 events as well as, where applicable, for the period of time required to fill the public office.

#### **7-6.02**

The years during which a professional benefits from a leave of absence without salary under this article shall be considered as years of experience for the purpose of the Agreement.

#### **7-6.03**

The professional who benefits from a leave without salary to hold a public office must give the Board a written notice of at least 20 days of his or her return to the service of the Board.

#### **7-6.04**

Upon his or her return, the professional concerned shall resume the position he or she held at the time of his or her departure on leave or another position to which the Board has reassigned or transferred him or her, the foregoing subject to the other provisions of the Agreement.

#### **7-6.05**

The Board may cancel the engagement of the professional who does not use his or her leave for public office for the reason for which he or she obtained it.

#### **7-6.06**

Every professional elected to the council of commissioners or to an Education Committee of the Kativik School Board shall be considered as having resigned from his or her position with the Board as of the 10<sup>th</sup> day following his or her election.

**7-7.00 VACATION****7-7.01**

Subject to the other provisions of this article, the professional shall be entitled, for the 12 months following June 30 of each year, to annual vacation the duration of which shall be calculated according to the following table:

<u>Continuous service <sup>1</sup> as of June 30</u>	<u>Accumulation of vacation credits from July 1 to June 30 (working days)</u>
Less than one year	1 2/3 days per month of continuous service
1 year and less than 17 years	20 days
17 and 18 years	21 days
19 and 20 years	22 days
21 and 22 years	23 days
23 and 24 years	24 days
25 years or more	25 days

The professional may, with the consent of the Board, obtain a leave of absence without salary to complete a period of annual vacation of 20 working days. The professional who is entitled to fewer than 10 working days of annual vacation shall obtain, upon written request, a leave without salary to complete his or her annual vacation period of 10 working days.

**7-7.02**

An absence for which the payment of salary is provided in the Agreement shall not interrupt a period of continuous service.

**7-7.03**

Vacation credit shall not be reduced by one or more absences for disability, provided the absences not exceed 6 months per school year or per disability period.

Absences other than those for disability for which the payment of salary is not provided in the Agreement shall not reduce the vacation credits, provided the absences not exceed 60 working days per school year and the total absences and absences for disability not exceed 6 months per school year.

Vacation credit shall not be affected by the maternity leave provided for under clause 5-13.05, the paternity leave provided for under paragraph B) of clause 5-13.23 and the leave for adoption provided for under paragraph C) of clause 5-13.27.

Where applicable, the reduction in vacation credit to be implemented shall not be less than the provisions regarding annual vacations under the *Act respecting Labour Standards* (R.S.Q., c. N-1.1).

**7-7.04**

The usual vacation period shall be between June 15 and August 15 and, where applicable, during the period during which schools are closed for traditional Inuit activities.

However, such a provision may in no way affect the holding of teacher training sessions during that same period.

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<sup>1</sup> Continuous service refers to the period during which the professional was employed by the Board in a continuous manner, in whatever capacity, the foregoing subject to clauses 7-7.02 and 7-7.03.

**7-7.05**

The professional must submit his or her vacation plan in writing at least 30 days before leaving on vacation, except for the usual summer vacation period for which the professional must submit his or her vacation plan before May 15.

**7-7.06**

The vacation dates chosen by the professional shall be approved by the Board. It may refuse a vacation plan if the requirements of the department so justify.

If several vacation plans fall within the same period, seniority shall be the determining factor, if need be.

**7-7.07**

Any vacation plan approved by the Board shall be considered as final unless a different agreement is reached between the professional and the Board.

**7-7.08**

A disability, as defined in the Agreement, which develops before the beginning of the vacation period shall allow the professional concerned to postpone his or her vacation period. In such a case, the professional shall submit his or her choice pursuant to clause 7-7.05.

**7-7.09**

Notwithstanding the preceding clauses, the Board may, after consulting with the Labour Relations Committee, determine a period of total or partial shutdown of its activities during the usual vacation period for the purpose of vacation; the duration may not exceed 10 working days.

**7-8.00 TRAVEL EXPENSES****7-8.01**

Travel expenses as well as any other expense incurred during travel by a professional in the performance of his or her duties shall be reimbursed according to the norms defined by the Board for all its personnel.

**7-9.00 TECHNOLOGICAL CHANGES****7-9.01**

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

**7-9.02**

The Board shall inform the Union in writing through the Labour Relations Committee of its decision to introduce a technological change at least 60 days before the date foreseen for the implementation of such a change.

**7-9.03**

The Labour Relations Committee shall be informed of the following:

- a) the nature of the change;
- b) the school or department concerned;

- c) the date foreseen for the implementation;
- d) the professional or group of professionals concerned.

#### **7-9.04**

At the Union's request, the Board shall inform the Labour Relations Committee of the effects of the technological changes foreseen on the working conditions or the security of employment, where applicable, of the professionals concerned; moreover, at the Union's request, the Board shall forward to the Union the technical specifications of the new equipment, where available.

#### **7-9.05**

The Labour Relations Committee shall meet within 30 days of the sending of the notice mentioned in clause 7-9.02; on that occasion, the Board shall consult the Labour Relations Committee on the effects of the technological changes foreseen on the organization of work.

#### **7-9.06**

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

#### **7-9.07**

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

#### **7-9.08**

The provisions of this article shall not have the effect of preventing the application of other provisions of the Agreement, particularly those of articles 5-4.00 and 5-6.00.

### **7-10.00 PROFESSIONAL IMPROVEMENT**

#### **Section 1 General provisions concerning professional improvement**

##### **7-10.01**

The development of human resources shall be the responsibility of the Board and shall be designed to meet the needs of the milieu.

##### **7-10.02**

Professional improvement activities include:

- a) organizational training, that is, professional improvement activities with a bearing on the acquisition of techniques and skills to improve the operation of the department or of the institution;
- b) occupational training, that is, professional improvement activities with a bearing on the acquisition of techniques and skills specific to one's professional occupation;
- c) retraining, that is, the complementary training offered to the professional to enable him or her to adapt to the technological changes in his or her sector of activities or training designed to redirect his or her orientation toward a new sector of activities.

**7-10.03**

The professional authorized by the Board to carry out a professional improvement activity during his or her regular work schedule shall receive the salary he or she would receive if he or she were at work. The regular work schedule of the professional shall not be modified, unless there is an agreement between the professional and the Board.

**7-10.04**

The Board shall respect the commitments undertaken prior to the date of signing of the Agreement with regard to the professional in its employ in order to enable him or her to complete the professional improvement activities already begun.

The amounts incurred as a result of the commitments mentioned in this clause shall be deducted from the amount prescribed in the first paragraph of clause 7-10.06.

**Section 2     Organization of professional improvement****7-10.05**

The Board shall consult the Union through the Labour Relations Committee regarding the professional improvement policy applicable to professionals, the rules applicable to the presentation, approval and funding of the professional improvement projects concerned, and the projected use of the amounts allocated under clauses 7-10.06 and 7-10.07.

The Board shall follow up on the use of funding as well as on the approved professional improvement projects.

**7-10.06**

The amount allocated to professional improvement shall be \$240 per school year per regular professional in service with the Board whose regular workweek includes the number of hours prescribed in article 8-1.00. For every other regular professional in service with the Board, the amount allocated shall be adjusted in proportion to the regular hours prescribed in his or her workweek.

The amount allocated to professional improvement must be used solely for the professional improvement activities of professionals.

These amounts shall be available as of the 2011-2012 school year and must include all the expenses for professional improvement paid either under the current professional improvement system or under the extension, after March 31, 2010, of the local, regional or provincial professional improvement system prescribed by the former employment conditions set by the Board.

The amounts not used for a given year shall be added to those prescribed for the following school year.

**7-10.07**

In addition to the amounts prescribed in clause 7-10.06, the Ministère shall allocate an additional lump-sum amount of \$15 000 for each school year to facilitate access by professionals to professional improvement activities.

**CHAPTER 8-0.00 WORK SYSTEM****8-1.00 WORKING TIME****8-1.01**

The work year of a professional shall be from July 1 to the following June 30.

**8-1.02**

The regular workweek shall be 35 hours.

**8-2.00 WORK SCHEDULE****8-2.01**

The work schedule shall be established so as to minimize work in the evenings or on weekends, without affecting the services to be rendered, especially adult education, meetings with parents, teacher recruitment, as well as student services at the postsecondary level.

**8-2.02**

The collective work schedule may be changed for reasons of a pedagogical or administrative nature or for reasons related to student services after consultation with the Labour Relations Committee.

A professional's individual work schedule may be changed for reasons of a pedagogical or administrative nature or for reasons related to student services after consulting him or her. The professional concerned shall be advised 2 weeks before the change takes effect.

**8-2.03**

The professional shall benefit from a 15-minute rest period to be taken towards the middle of each half-day of work and from an uninterrupted meal period of at least 60 minutes. The periods shall be noncumulative and cannot be deferred.

**8-2.04**

Travelling time in the service of the Board must be considered as work time if the professional is authorized to travel from one place of work to another within the territory of the Board. If the professional is required to travel outside the territory of the Board, such travel shall be governed by the policy or policies of the Board. Such a policy or policies shall be submitted to the Labour Relations Committee for prior consultation.

When travelling outside of the locality of his or her principal place of work, the time spent waiting to perform his or her duties as requested by the Board must be considered as work time.

The professional whose duties require him or her to be absent from home on a holiday or a weekend is entitled to a compensatory leave equivalent to one working day for each day of absence.

**8-2.05**

In the case of a professional whose workweek includes split workdays on a regular basis which oblige him or her to work in the evening within his or her regular schedule, the Board shall ensure the professional a rest period of 12 consecutive hours between the end of his or her working day and the beginning of the next, unless a different agreement is reached with the professional.

**8-2.06**

Notwithstanding clause 8-2.02, the Board may, after consultation with the Labour Relations Committee, establish a summer schedule which differs from the regular work schedule.



**8-3.00 OVERTIME****8-3.01**

At the request of or with the authorization of the competent authority of the Board, work carried out outside the work schedule of the professional concerned or during a nonworking day with pay shall be considered as overtime. Only the excess of his or her regular workweek shall be counted.

**8-3.02**

The benefits inherent to overtime shall not apply to the professional who, under the Agreement, obtained an authorization to be absent or was on a leave, even if the work that he or she carries out during the absence extends beyond the working day.

**8-3.03**

The professional who works overtime shall obtain a compensatory leave for the number of hours worked.

**8-3.04**

The Board and the professional shall agree on the terms of application of the preceding clause by taking into account the requirements of the department; failing an agreement between the Board and the professional within 60 days of the date on which the overtime was carried out on the time when the leave may be taken, the overtime shall be remunerated at the regular rate.

When the Board and the professional have agreed on the time when the leave may be taken but it cannot in effect be taken at the time agreed to due to the needs of the department or uncontrollable circumstances, overtime shall then, at the professional's choosing, be remunerated at the regular rate or taken in time; in this latter case, the Board and the professional shall agree on the time when the leave may be taken.

**8-3.05**

Overtime shall be paid to the professional within 30 days of the date when the work may be remunerated by the application of the preceding clause; for calculation purposes, each hour thus worked shall be equal to 1/1826.3 of the salary prescribed in article 6-1.00 for his or her classification and placement.

**8-3.06**

Compensatory leave for overtime cannot be carried over from one work year to another except with the consent of the competent authority of the Board. In this case, overtime shall be remunerated under clause 8-3.05.

**8-4.00 REGULATIONS CONCERNING ABSENCES****8-4.01**

The professional shall advise the authority designated by the Board as soon as possible of any absence and, if so requested, shall provide the reasons for the absence in writing.

**8-4.02**

The Board shall deduct 1/260.9 of the total annual salary for each day of absence not remunerated.

However, the professional who so requests, may make up for the absence in time worked if the reasons for the absence are deemed valid and are agreed to by the Board.

**8-5.00 EXTENT OF RESPONSIBILITY****8-5.01**

The Board shall recognize that the professional activities performed by the professional shall not include responsibilities entrusted exclusively to management or senior staff within the meaning of the *Labour Code* (R.S.Q., c. C-27).

Notwithstanding the preceding paragraph, a professional may, in the context of his or her job description, be required to evaluate the progress of employees on probation or employees in training of the same or of different categories of employment and submit the evaluations to the competent authority in writing.

**8-6.00 PROFESSIONAL RESPONSIBILITY****8-6.01**

A professional may sign a document prepared by him or her in the performance of his or her duties and of which he or she is the sole author. However, use of the contents of the document shall remain the responsibility of the Board. Should the contents of a document signed by the professional be used, his or her signature must either appear on the document or he or she shall be credited as its author.

**8-6.02**

Notwithstanding the preceding clause, no professional shall be bound to sign a document that, in all professional conscience, he or she cannot endorse, nor shall he or she be compelled to make changes to a document which he or she has signed and which he or she believes to be correct from the professional point of view.

**8-6.03**

If the Board publishes a document in any form whatsoever, in whole or in part, which is not signed by the professional, the Board shall not add the name of the professional to the document.

**8-6.04**

No disciplinary measures may be taken against a professional who has refused to sign a document which, in all professional conscience, he or she cannot approve.

**8-7.00 CIVIL RESPONSIBILITY****8-7.01**

The Board shall undertake to assume the case of every professional whose civil responsibility might be at issue by the actual performance of his or her duties during the working day or outside the working day when the professional is carrying out activities expressly authorized by the competent authority. The Board shall agree to make no claim against the professional in this respect except in the case of serious fault or gross negligence on the part of the professional when he or she has been found guilty of such by a tribunal.

**8-7.02**

As soon as the legal responsibility of the Board has been recognized by the latter or has been established by a tribunal, the Board shall indemnify every professional for the total or partial loss, theft or destruction of personal belongings which by their nature are normally used at or brought to the place of work, unless the professional has shown gross negligence; in the event that the loss, theft or destruction is already covered by insurance held by the professional, the compensation paid shall be equal to the loss actually sustained by the professional.

**8-7.03**

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

**8-8.00 PRACTICE OF THE PROFESSION****8-8.01**

The Board must, insofar as possible, ensure the professional the working premises and material and technical conditions compatible with the characteristics of his or her duties and the requirements of confidentiality and, in particular, provide him or her with adequate secretarial services.

**8-8.02**

The Board and the professional shall respect, in performing their respective duties and responsibilities, the rules generally recognized in the discipline concerned and the applicable ethical norms.

**8-8.03**

The Board shall recognize for the professional the choice of means, methods and procedures of intervention subject to the objectives, policies, practices and procedures defined by the Board.

In this respect, the Board may, in particular, establish a policy or directive after consultation with the Labour Relations Committee or agree to a project proposed by professionals regarding meetings of professionals within the same discipline or different disciplines. The aim of the meetings shall be to share knowledge and ideas in order to improve the planning of, carrying out of and follow-up to professional activities.

**8-8.04**

The Board and the professional shall respect the confidentiality of information provided or obtained under the seal of professional secrecy in performing their duties and responsibilities, unless such disclosure of the information is required or authorized by law.

**8-8.05**

The Board cannot oblige a professional to identify the individuals who have provided information confidentially on the basis of which the professional prepared a report.

**8-8.06**

When a professional is called as a witness in a civil or criminal court regarding facts brought to his or her attention in the context of his or her duties and that he or she thus foresees having to invoke professional secrecy, he or she may be accompanied by a lawyer chosen and paid by the Board.

**8-8.07**

The mail addressed to a professional in the context of his or her duties cannot be opened by anyone else if it is marked "confidential".

**8-9.00 EVALUATION OF PROFESSIONAL ACTIVITIES****8-9.01**

The evaluation of professional activities of a professional must respect the provisions of this article.

**8-9.02**

The evaluation of professional activities must be based principally on the objectives of the department in which the professional works as defined by the Board, after consulting with the professionals of the department concerned.

**8-9.03**

Such an evaluation of professional activities of the professional must be conveyed to him or her in writing and placed in his or her file.

**8-9.04**

The professional whose activities have been evaluated as provided for in this article may send his or her written comments on the evaluation to the Board within 45 days of the date on which he or she was informed of his or her evaluation. The comments, together with the evaluation, shall be inserted into the professional's file.

**CHAPTER 9-0.00 GRIEVANCES AND DISAGREEMENTS****9-1.00 PROCEDURE FOR SETTLING GRIEVANCES****9-1.01**

Any professional accompanied or not by the union delegate may, if he or she so desires, attempt to solve his or her problem with the competent authority before submitting a grievance.

**9-1.02**

In order to settle as quickly as possible every grievance which may arise during the life of the Agreement, the Board and the Union shall agree to comply with the procedure prescribed hereinafter.

**9-1.03**

A grievance may be submitted to the Board by a professional or the Union on the professional's behalf or on its own behalf.

The notice of grievance must be sent by registered mail, courier, fax or delivered by hand or otherwise delivered to the authority designated by the Board within 90 days of the event which gave rise to the grievance.

The notice of grievance submitted to the Board must contain a summary of the facts which gave rise to the grievance, the name of the professional or professionals immediately involved, if applicable. For information purposes, the notice of grievance must include mention of the clauses of the Agreement on which it is based and, without prejudice, the required corrective measure(s).

In the case of a classification grievance or a grievance concerning the placement of a professional, the notice of grievance must include, without prejudice, mention of the employment group or step sought, as the case may be.

The formulation of the grievance may be amended after it has been submitted but on the condition that the amendment not change the subject of the grievance.

For the purpose of submitting a grievance in writing, the professional or the Union may use the form in Appendix C of the Agreement.

**9-1.04**

Within 15 days of the receipt of the notice of grievance, the union representative shall meet, accompanied or not by the plaintiff concerned, where applicable and if the latter so desires, the authority designated by the Board and shall try with the latter to find a solution.

**9-1.05**

Within forty-five (45) days of the mailing or delivery of the notice of grievance, the authority designated by the Board shall provide a written decision to the Union and, where applicable, shall forward a copy to the professional concerned.

**9-1.06**

If the meeting mentioned in clause 9-1.04 has not taken place within the time limits prescribed or if the decision provided for in clause 9-1.05 is deemed inadequate or was not forwarded within the prescribed time limit, the Union may submit the grievance to arbitration in conformity with the procedure described in article 9-2.00.

**9-2.00 ARBITRATION****9-2.01**

Any grievance may be submitted to arbitration by the Union according to the following procedure.

**9-2.02**

The Union wishing to submit a grievance to arbitration must, within 45 days of the expiry of the time limit prescribed in clause 9-1.05, give a written notice to this effect to the Board and to the chief arbitrator<sup>1</sup>. The notice must contain a copy of the grievance and must be forwarded by registered mail, courier, fax or delivered by hand.

However, notwithstanding clause 9-1.06 and the preceding paragraph, the Union may submit its grievance to arbitration as soon as it mails or otherwise delivers the notice of grievance to the authority designated by the Board.

**A1 9-2.03**

For the life of the Agreement, every grievance submitted to arbitration shall be decided by an arbitrator chosen from among the following:

- a) Ménard, Jean-Guy, chief arbitrator;
- b)
 

April, Huguette <sup>2</sup> ;	Flynn, Maureen;
Barrette, Jean <sup>2</sup> ;	Gagnon, Denis;
Beaulieu, Francine;	Gauvin, Jean;
Beaupré, René <sup>2</sup> ;	Ladouceur, André;
Bhérier, Jacques;	L'Heureux, Joëlle;
Brault, Serge;	Ménard, Jean <sup>2</sup> ;
Choquette, Robert;	Morin, Fernand;
Côté, André C. <sup>2</sup> ;	Morin, Marcel;
Daviault, Pierre <sup>2</sup> ;	Moro, Suzanne <sup>2</sup> ;
Doré, Jacques;	Nadeau, Denis;
Fabien, Claude <sup>2</sup> ;	Tousignant, Lyse;
Faucher, Nathalie;	Tremblay, Denis;
Ferland, Gilles;	Veilleux, Diane <sup>2</sup> .
- c) any other person appointed by the Centrale, the Fédération and the Ministère to act in this capacity.

However, the grievance submitted to arbitration must be decided upon by an arbitrator whose name appears above, assisted by 2 assessors, if, at the time of the preparation of the monthly arbitration roll or within the 15 clear days that follow, the representative of the Centrale so requests or if the representative of the Fédération and the representative of the Ministère so request jointly.

**9-2.04**

The arbitrator to whom a grievance was referred under the second paragraph of clause 9-2.03 shall be assisted by an assessor designated by the Centrale and an assessor designated jointly by the Fédération and the Ministère.

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<sup>1</sup> Address of the chief arbitrator: Greffe des tribunaux d'arbitrage  
Secteur de l'éducation  
Édifce Lomer-Gouin  
575, rue Saint-Amable, bureau 2.02  
Québec (Québec) G1R 5Y8  
Fax: (418) 646-6848

<sup>2</sup> Arbitrators Huguette April, Jean Barrette, René Beaupré, André C. Côté, Pierre Daviault, Claude Fabien, Jean Ménard, Suzanne Moro and Diane Veilleux can act in this capacity until March 30, 2015.

Every management or union assessor thus appointed shall be deemed competent to sit, whatever his or her past or current activities, interests in the litigation or functions in the Union, the Board or elsewhere.

**9-2.05**

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 judge of the Superior Court to perform his or her duties in conformity with the law, the provisions of the Agreement and according to equity and good conscience.

As of his or her appointment, every arbitrator shall take an oath or shall pledge on his or her honour before the chief arbitrator, for the life of the Agreement, to render his or her decisions in conformity with the law, the provisions of the Agreement and according to equity and good conscience. Subsequently, the arbitrator shall receive, at the beginning of each arbitration, the same oaths or pledges on their honour from the 2 assessors appointed to assist him or her and to carry out their duties in conformity with the law, the provisions of the Agreement, equity and good conscience.

**9-2.06**

Once the notice of arbitration has been entered, the records office shall immediately acknowledge receipt of the notice to the Union, the Board, the Fédération, the Ministère, the FPPE and the Centrale.

**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 representatives of the parties at the provincial level;
- b) appoint an arbitrator from the list of names reproduced in clause 9-2.03;
- c) set the time, date and place of the first arbitration session;
- d) refer all grievances to an arbitrator or an arbitrator assisted by assessors under clause 9-2.03.

The records office shall notify the arbitrators, the parties concerned, the Fédération, the Ministère, the FPPE, the Centrale, and, where applicable, the assessors.

**9-2.08**

If need be, the Centrale shall inform the records office of the name of a union assessor of its choice and the Fédération and the Ministère shall inform it of the name of a management assessor of their choice within 30 clear days of entering the case on the arbitration roll.

**9-2.09**

Subsequently, the arbitrator shall set the time, date and location of the additional sessions, where applicable, and shall so inform the records office; the records office shall notify the parties concerned, the Fédération, the Ministère, the FPPE and the Centrale, and, where applicable, the assessors. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors.

**9-2.10**

An arbitrator or an assessor shall be replaced according to the procedure established for the original appointment.

**9-2.11**

If an assessor has not been designated in conformity with the original appointment procedure or if the position of assessor is vacant and is not filled before the date set for the hearing, the arbitrator shall appoint him or her, ex officio, on the day of the hearing.

**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 may deem appropriate.

**9-2.13**

At any time before the first deliberation session or within 15 days after the end of the hearing, if it involves a grievance heard by a single arbitrator, the Fédération, the Ministère and the Centrale may individually or collectively intervene and make any representation that they deem appropriate or pertinent to the arbitrator.

However, if one of the parties wishes to intervene, it must so inform the other parties of its intention and of the subject of the intervention.

**9-2.14**

The arbitration sessions shall be public. The arbitrator may, however, on his or her own initiative or at the request of one of the parties, order the session to be held in camera.

**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 written arguments about which the Board and the Union may agree to exceed the time limit, the arbitrator must render his or her decision within 45 days of the end of the hearing. However, the decision shall not be null for the sole reason that it was rendered after the expiry of the time limit.

The chief arbitrator may not assign another grievance to an arbitrator who has not rendered a decision within the time limit allotted as long as the decision has not been rendered.

However, this shall not apply to an arbitrator who has filed the draft decision within the same time limit and if no other additional deliberation has been requested by an assessor.

**9-2.17**

The arbitration decision shall state the reasons therefore and shall be signed by the arbitrator.

Any assessor may file a separate report and attach it to the decision.

The arbitrator shall file the original signed arbitration decision at the records office and, at the same time, shall also send copies to the 2 assessors, if applicable.

The records office, under the responsibility of the chief arbitrator, shall forward a copy of the decision to the parties concerned, the Fédération, the Ministère, the FPPE and the Centrale and shall also file 2 certified copies with the Minister of Labour.

**9-2.18**

At any time prior to his or her final decision, an arbitrator may render any temporary or interlocutory decision that he or she deems just and useful.



The arbitration decision shall be final, executory and shall bind the parties.

If the decision grants a time limit in which to fulfill an obligation, the time limit shall begin as of the date on which the decision was sent by the records office, unless the arbitrator decides otherwise in the terms of the decision.

#### **9-2.19**

An arbitrator may not, by his or her decision regarding a grievance, modify, subtract from, or add to the Agreement.

#### **9-2.20**

The arbitrator called upon to decide whether or not a grievance is well-founded shall have the authority to uphold it or to reject it, in whole or in part, and to determine the compensation that he or she deems equitable for the loss suffered by the professional because of the Board's error in interpreting or applying the Agreement.

The arbitrator to whom a grievance has been referred to contest the dismissal of a professional may annul the decision of the Board if the procedure has not been followed or if the reasons for the dismissal are not well-founded or do not constitute sufficient grounds, order that the professional concerned be reinstated in his or her duties and determine, if need be, the amount of the compensation to which he or she is entitled. The arbitrator may also change the decision for one which he or she feels is fair and reasonable, taking into account all the circumstances surrounding the case.

The arbitrator to whom a grievance has been referred to contest the nonreengagement of a regular professional may annul the decision of the Board if the procedure prescribed has not been followed or if the reasons for the nonreengagement are not well-founded or do not constitute sufficient grounds, order that the professional concerned be reinstated in his or her duties and determine, if applicable, the compensation to which he or she is entitled.

The first paragraph of this clause shall apply to the grievance for nonreengagement because of surplus of a regular professional if the procedure prescribed in section 1 of article 5-5.00 has been followed in its entirety and if the sole reason invoked by the Board in support of the nonreengagement is the surplus of personnel. In these cases, the jurisdiction of the arbitrator shall include the power to order that the professional be reinstated in his or her duties.

The arbitrator to whom a grievance has been referred to contest a disciplinary measure may take the social and moral values of the Inuit community into consideration.

#### **9-2.21**

The chief arbitrator shall choose the chief records clerk.

#### **9-2.22**

- A) The expenses and fees of the arbitrator shall be borne by the unsuccessful party except in the case of a grievance challenging a dismissal, in which case they shall be borne by the Ministère.

If a grievance is partially accepted, the arbitrator shall determine the cost shares that each party must pay.

- B) Paragraph A) shall only apply to any grievance submitted as of as of February 1, 2006. Any grievance submitted prior to that date shall continue to be covered by clause 9-2.22 of the 2000-2003 collective agreement.
- C) The Board and the Union may agree in writing that grievances shall be submitted to the arbitration mediation procedure prescribed in Appendix L. In this case the expenses and fees of the arbitrator shall be borne and shared according to the following proportion: 50% by the Board and 50% by the Union.

Failing a written agreement according to the above paragraph, grievances shall be submitted to the procedure described in article 9-2.00.

- D) The expenses of the records office and the salaries of its staff shall be borne by the Ministère.
- E) The arbitration hearings and deliberations shall be held on premises provided free of rental cost.
- F) When a grievance concerns a professional assigned in one of the localities in Nunavik, the hearing shall take place in Kuujuaq or Kuujuaapik, if the Board or the Union so requests within 30 days of the entry of the grievance on the arbitration roll.
- G) Preparatory session

At the request of one of the parties at the latest 15 days before the hearing, the attorneys assigned to any grievance and the assigned arbitrator must take part in a preparatory session by means of a telephone call.

The objectives of this preparatory session are as follows:

- to improve the arbitration process, make better use of the time invested therein and accelerate the holding of hearings;
- to allow the parties to declare, if they have not already done so, the means they intend to use to plead the case and the preliminary means they intend to plead;
- to define the dispute and identify the issues to be discussed in the course of the hearing;
- to ensure the exchange of documentary evidence between the parties;
- to plan the presentation of evidence to be produced in the course of the hearing;
- to study the admissibility of certain facts;
- to analyse any other question which could simplify or accelerate the hearings.

#### **9-2.23**

The assessors shall be remunerated and reimbursed for their expenses by the party they represent.

#### **9-2.24**

If one party requests the services of an official stenographer, the expenses and fees shall be the responsibility of the party which requested them.

If the official stenographic notes are translated, a copy shall be forwarded free of charge by the stenographer to the arbitrator and to the assessors, if any, before the beginning of the deliberations.

#### **9-2.25**

In all cases, the party requesting the postponement of a hearing shall bear the fees and expenses incurred because of the postponement, if this is a joint request, the fees and expenses are shared equally.

#### **9-2.26**

The arbitrator shall convey or otherwise serve any order or document issued by him or her or by the parties involved. At the request of a party, the arbitrator may assign a witness under section 100.6 of the *Labour Code* (R.S.Q., c. C-27).

**9-3.00 GENERAL PROVISIONS****9-3.01**

The time limits prescribed in this chapter in which to submit a grievance and to submit it to arbitration shall be compulsory, unless there is a written agreement for an extension between the Board and the Union.

The date on the post office receipt for documents sent by registered mail or the date on the post office receipt for documents received by registered mail, courier, fax or delivered by hand shall constitute prima facie proof for calculating the time limits prescribed in articles 9-1.00 and 9-2.00.

**9-3.02**

A technical error in the formulation of a grievance shall have no effect on the validity of the grievance. Similarly, an error of form in the written response to a grievance cannot be invoked against the Board.

**9-3.03**

The Board and the Union may agree in writing to waive the time limits prescribed in article 9-1.00 when a grievance has already been discussed by the parties.

**9-4.00 DISAGREEMENTS****9-4.01**

The Board and the Union agree to meet from time to time at the request of either party to find solutions to disagreements.

In this respect, either one of the parties may request a meeting, which meeting must take place within 15 days of the receipt of the request.

**9-4.02**

The solutions adopted by the local parties cannot at any time have the effect of adding, subtracting from or modifying a provision of the Agreement.

**9-4.03**

The Management Committee and the Centrale agree to meet from time to time to discuss any question dealing with the working conditions of professionals of the Board in order to find appropriate solutions. Any solution accepted by the parties may result in adding, subtracting from or modifying a provision of the Agreement and must be the object of a written agreement.

In this respect, either one of the parties at the provincial level may request a meeting, which must be held within 15 days of the receipt of the request.

**9-4.04**

The provisions of this article must not be interpreted as constituting a dispute as defined in the *Labour Code* (R.S.Q., c. C-27).

**9-4.05**

If one of the provisions of the Agreement should be deemed discriminatory by a higher tribunal, either by the Superior Court, the Court of Appeal of the Supreme Court, the parties at the provincial level agree to meet and apply the provisions prescribed in clause 9-4.03.

**CHAPTER 10-0.00 REGIONAL DISPARITIES****10-1.00 DEFINITIONS****10-1.01**

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

a) **Dependent:**

The spouse and dependent child<sup>1</sup> and any other dependent as defined in the *Taxation Act* (R.S.Q., c. I-3), provided that he or she resides with the professional. However, for the purpose of this chapter, the income earned from a job by the professional's spouse shall not nullify the latter's status as dependent. The fact that a child attends a secondary school declared to be of public interest situated elsewhere than in the professional's place of residence shall not nullify his or her status as dependent if no public secondary school is accessible where the professional lives.

Moreover, the fact that a child attends preschool or elementary school, recognized of public interest, in a locality other than the professional's place of residence shall not remove his or her status of dependent when no school recognized of public interest, preschool or elementary, as the case may be, is accessible in the child's language of instruction (French or English) in the locality where the professional lives.

A child aged 25 years or less shall also be considered as having the status of dependent, providing he or she meets the 3 following conditions:

- 1) the child is a full-time student attending a postsecondary school declared to be of public interest situated elsewhere than in the place of residence of the professional working 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 education program;
- 3) the professional has provided the supporting documents attesting to the fact that the child is a full-time student attending a postsecondary education program i.e. proof of registration at the start of the session and proof of attendance at the end of the session;

This recognition allows the employee to maintain his or her level of premiums with dependent as provided in clause 10-2.01 and the child to benefit from the provisions of article 10-4.00 with the understanding that transportation costs, allowed to the dependent child and arising from other programs, shall be deducted from the benefits related to outings for this dependent child.

In addition, the child aged 25 years or less who is no longer considered dependent for the purposes of this clause and who attends, on a full-time basis, a postsecondary school recognized as public interest can once again be given the status of dependent providing he or she meets the conditions 1) and 3) provided above.

b) **Point of departure**

Domicile in the legal sense of the word at the time of engagement insofar as the domicile is situated in one of the localities of Québec. The point of departure may be modified by an agreement between the Board and the professional, subject to it being situated in one of the localities of Québec.

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<sup>1</sup> Dependent child: a child of a professional, of his or her spouse or of both, or a child living with the professional for whom adoption procedures have been undertaken, unmarried or not joined in civil union and living or domiciled in Canada, who depends on the professional for his or her financial support and who is under 18 years of age; every child under 25 years of age who is a duly registered student attending a recognized institution of learning on a full-time basis or a child of any age who has become totally disabled prior to reaching his or her 18<sup>th</sup> birthday or before reaching his or her 25<sup>th</sup> birthday if he or she was a duly registered student attending a recognized learning institution on a full-time basis and has remained continuously disabled ever since.

The fact that a professional already covered by this chapter changes school boards shall not modify his or her point of departure.

c) Sectors

Sector I

The localities of Kuujjuaq, Kuujuarapik and Mailasi

Sector II

The localities of Inukjuak, Puvirnituk and Umiujaq

Sector III

The localities of Tasiujak, Ivujivik, Kangiqsualujjuaq, Aupaluk, Quaqtak, Akulivik, Kangiqsujuaq, Kangirsuk and Salluit

## 10-2.00 PREMIUMS

### 10-2.01

The professional working in one of the sectors mentioned in clause 10-1.01 shall receive an annual isolation and remoteness premium which shall be increased by 2% on April 1 of each of the years 2010, 2011, 2012 and 2013, as a result of the application of Appendix I of the *Act respecting the conditions of employment in the public sector* (S.Q., 2005, c. 43), as indicated hereunder:

	Periods Sectors	From 2010-04-01 to 2011-03-31	From 2011-04-01 to 2012-03-31	From 2012-04-01 to 2013-03-31	From 2013-04-01 to 2014-03-31	As of 2014-04-01
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
Without 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

### 10-2.02

For the professional whose regular workweek includes fewer hours than that prescribed in article 8-1.00, the amount of the isolation and remoteness premium applicable to him or her shall be adjusted in proportion to the hours worked in relation to the regular workweek prescribed in article 8-1.00.

### 10-2.03

The amount of the isolation and remoteness premium shall be adjusted in proportion to the duration of the professional's assignment in the territory of the Board in one of the sectors described in clause 10-1.01.

### 10-2.04

The professional on maternity leave, paternity leave or on leave for adoption and who remains in the territory during the leave shall benefit from the provisions of this article.

**10-2.05**

If both spouses work for the Board or if each works for a different employer in the public and parapublic sectors, only one of the two may receive the premium applicable to the professional with dependent(s), if he or she has one or more dependents other than his or her spouse. If he or she has no dependent other than his or her spouse, each shall be entitled to the premium for those with no dependents, notwithstanding the definition of the term "dependent" found in clause 10-1.01.

**10-2.06**

Subject to clause 10-2.03, the Board shall cease to pay the isolation and remoteness premium established under this article if the professional and his or her dependents deliberately leave the territory during a leave or a paid leave of absence for more than 30 days, except if it involves annual vacation, nonworking days with pay, sick leave, maternity leave, paternity leave, leave for adoption or absence due to a work accident.

**10-3.00 OTHER BENEFITS****10-3.01**

The Board shall assume the following expenses incurred by every professional recruited in Québec at a distance of more than 50 kilometres from the locality where he or she is required to perform his or her duties, provided that it is situated in one of the sectors described in clause 10-1.01:

- a) the transportation expenses of the transferred professional and his or her dependents;
- b) the cost of transporting his or her personal belongings and those of his or her dependents up to a maximum of:
  - 228 kilograms<sup>1</sup> for each adult or each child aged 12 and over;
  - 137 kilograms for each child under the age of 12;
- c) the cost of transporting his or her furniture (including household utensils), if need be, other than that provided by the Board;
- d) the cost of storing his or her furniture, if need be;
- e) the cost of transporting, by boat, an all-terrain vehicle, a snowmobile or a motorcycle, if any.

**10-3.02**

If the professional who is eligible for the provisions of subparagraphs b), c), d) and e) of clause 10-3.01 decides not to avail himself or herself of some or all of them immediately, he or she shall remain eligible for the provisions during the year following the date on which his or her assignment began.

**10-3.03**

- A) The expenses shall be payable provided that the professional is not reimbursed for the expenses by another program, such as the federal mobility assistance program to look for employment, or that his or her spouse has not received an equivalent benefit from his or her employer or from another source and solely in the following cases:
  - a) the professional's first assignment: from the point of departure to the place of assignment;
  - b) the cancellation or nonrenewal of the contract of engagement by the Board: from the place of assignment to the point of departure;

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<sup>1</sup> The weight of 228 kilograms shall be increased by 45 kilograms per year of service in the territory in the employ of the Board. This provision shall cover the professional only.

- c) the reengagement by the Board of the professional who had been nonreengaged because of surplus of personnel: from the point of departure to the place of assignment;
  - d) a subsequent assignment or transfer at the request of the Board or the professional: from one place of assignment to another;
  - e) the breach of contract, resignation or death of the professional: from the place of assignment to the point of departure. These expenses shall not be reimbursed if the breach of contract occurs within 30 days of the professional's assignment in one of the sectors mentioned in clause 10-1.01;
  - f) the professional's death: from the place of assignment to the point of departure;
  - g) a professional obtains a leave of absence for educational purposes: from the place of assignment to the place where he or she will study in Québec. In this case, the expenses referred to in clause 10-3.01 shall also be payable to the professional whose point of departure is situated at 50 kilometres or less from the locality where he or she performs his or her duties;
  - h) the application of clause 5-6.20: from the place of assignment to the place of relocation;
  - i) the recall of a professional who is relocated under clause 5-6.17: from the place of relocation to the place of assignment.
- B) These expenses shall be assumed by the Board upon presentation of supporting vouchers.
- In all cases, the amounts assumed or reimbursed by the Board shall be limited to the most economical rates available at the Board at the time of travel or transportation of personal effects.
- C) If the professional is recruited from outside Québec, the total amount of reimbursable expenses cannot exceed the lesser of the following amounts: the actual cost from the domicile at the time of engagement or the transportation cost between Montréal and the place of assignment.
- D) For the purpose of applying subparagraph a) of clause 10-3.01 and article 10-4.00, the Board shall pay in advance to the carrier the transportation costs of the transferred professional and of his or her dependents as well as the transportation costs of his or her baggage excluding excess baggage.
- E) For the purpose of applying subparagraph g) of paragraph A), the expenses shall also be paid to a professional not covered by the first paragraph of clause 10-3.01.
- F) Article 10-4.00 shall also apply to a professional assigned or transferred to a locality situated at more than 50 kilometres from the locality where he or she was recruited.

#### 10-3.04

For the purpose of subparagraph d) of clause 10-3.01, the parties agree that the Board shall assume the costs of storing the professional's furniture according to the following terms and conditions:

- a) unless a different agreement is reached between the Board and the professional, the professional must submit to the Board at least 3 written estimates or quotations of the costs to be incurred from recognized reputable furniture storage companies;
- b) the professional shall store his or her furniture with the company which gave the lowest estimates (or quotation);
- c) the costs shall be borne by the Board at the earliest on the date on which the professional begins his or her assignment in one of the sectors mentioned in clause 10-1.01 and at the latest on the date on which the professional is no longer assigned to that sector;

- d) unless a different agreement is reached between the Board and the professional, the Board shall not assume the costs of storing furniture with relatives or friends or with persons who do not have a furniture storage business on a regular basis;
- e) the insurance costs related to the storage of furniture shall be borne by the professional.

#### 10-3.05

If both spouses work for the Board, only one of the two may avail himself or herself of the benefits granted under this article. In the case where one of the spouses received equivalent benefits from another employer or another source, the Board shall not be required to reimburse any costs.

#### 10-4.00 OUTINGS

##### 10-4.01

The fact that the spouse works for an employer in the public or parapublic sector must not grant the professional a number of paid outings which is greater than that prescribed in the Agreement.

##### 10-4.02

- A) In proportion to the duration of his or her assignment in one of the sectors described in clause 10-1.01, the Board shall assume for the professional recruited from more than 50 kilometres from the locality where he or she performs his or her duties the expenses inherent to up to 3 outings per year for the professional and his or her dependents up to the point of departure, unless he or she agrees with the Board on a different arrangement.
- B) The expenses 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 professional recruited outside Québec, the expenses must not exceed the lesser of the following amounts:
  - 1) the equivalent of the cost of a return regular flight from the place of assignment to his or her domicile at the time of engagement;
  - 2) or the equivalent of the cost of a return regular flight from the place of assignment to Montréal.
- D) In all cases, the expenses shall be borne or reimbursed by the Board upon presentation of supporting vouchers by the professional.
- E) The point of departure shall not be modified due to the fact that the professional who was nonreengaged because of surplus of personnel and is subsequently reengaged chose to remain in the territory during the period of unemployment.
- F) In all cases, the costs assumed or reimbursed by the Board shall be limited to the most economical rates available to the Board at the time of travel.

##### 10-4.03

The trips of the professional and his or her dependents prescribed in clauses 10-3.01 and 10-3.03 must be included in the outings to which he or she is entitled under clause 10-4.02.

##### 10-4.04

In the cases prescribed in paragraph A) of clause 10-4.02, one outing may be used by the nonresident spouse or dependent child or the father or mother or brother or sister to visit the professional.



**10-4.05**

The professional shall be reimbursed, upon presentation of supporting vouchers, for the cost of transporting his or her personal effects and those of his or her dependents up to 45 kilograms per person, once a year (return trip), for one of his or her outings prescribed in clause 10-4.02.

**10-4.06**

The Board shall pay the cost of the return flight for the professional or one of his or her dependents who must be urgently evacuated from his or her place of work in one of the localities of Nunavik referred to in clause 10-1.01 for reasons of health, accident or a complication due to pregnancy. The professional must prove that it was necessary for him or her to be evacuated. An attestation from the nurse or physician in the locality or, if the attestation cannot be obtained locally, a medical certificate from the attending physician shall be accepted as proof.

The Board shall also pay for the return flight of the person who accompanies the person evacuated from his or her place of work.

**10-4.07**

The Board shall authorize a professional to take a leave of absence without salary if one of his or her dependents must be evacuated for reasons of emergency prescribed in clause 10-4.06 in order to allow him or her to accompany his or her dependent, subject to provisions of the special leaves.

**10-4.08**

A professional who originates from a locality situated at more than 50 kilometres from his or her place of assignment, who was recruited there and who gained the right to outings because he or she lived maritally with a spouse employed in the public or parapublic sector shall continue to benefit from the right to outings prescribed in clause 10-4.01 even if he or she loses the status of spouse.

**10-5.00 REIMBURSEMENT OF TRANSIT EXPENSES****10-5.01**

The Board shall reimburse the professional, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and lodging, if need be) for himself or herself and for his or her dependents when he or she is engaged and on any authorized outing provided that these expenses not be assumed by a carrier.

The expenses shall be limited to the amounts prescribed by the norms established by the Board under article 7-8.00.

**10-6.00 DEATH****10-6.01**

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

**10-7.00 FOOD TRANSPORTATION****10-7.01**

The professional 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:

- 727 kilograms per year per adult and per child aged 12 and over;
- 364 kilograms per year per child under the age of 12.

For the purposes of applying this article, a maximum of 50% of the weight allotted shall be shipped by air cargo; the remainder shall be shipped by parcel post.

The professional may choose the supply centre but the costs reimbursed cannot exceed the equivalent transportation costs between Montréal and the locality of assignment situated in Nunavik.

**10-7.02**

The professional who is reimbursed for food transportation costs under clause 10-7.01 shall be entitled each year, on March 1, to an additional allowance equal to 66% of the costs incurred for food transportation during the preceding fiscal year. The allowance shall be paid concurrent with the salary payment that includes March 1<sup>st</sup>.

**10-8.00 LODGING****10-8.01**

Only the obligations and practices of the Board to provide furnished lodgings for a professional at the time of engagement shall be maintained.

**10-8.02**

The rents charged to professionals shall be those determined hereinafter and are applied by taking into account the number of professionals living therein. Thus, if 2 professionals share the same dwelling, the rate charged to each of them shall be equal to half the rate provided.

The rates provided shall apply and shall be deducted from each payment of salary. However, in the case of a professional who leaves his or her dwelling for the duration of his or her annual vacation, no rent shall be deducted for the duration of the professional's annual vacation if the Board uses the dwelling during that period with the consent of the professional.

**Rent deducted from each payment of salary**

Number of bedrooms in the dwelling	As of the date of the coming into force of the Agreement
1 bedroom	\$60.00
2 bedrooms	\$77.50
3 bedrooms	\$96.00
4 bedrooms	\$114.00

**IN WITNESS WHEREOF**, the parties have signed in Québec on this 16<sup>th</sup> day of the month of July 2012 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 Syndicat des professionnelles et professionnels des commissions scolaires de l'Ouest de Montréal (SPPOM) represented by its bargaining agent, the Fédération des professionnelles et professionnels de l'éducation du Québec (FPPE).

**FOR THE MANAGEMENT COMMITTEE****FOR THE UNION**

(signed) Michelle Courchesne

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 Michelle Courchesne  
 Ministre de l'Éducation, du Loisir et du Sport

(signed) Éric Bergeron

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 Éric Bergeron  
 Vice-President, CPNCSK

(signed) Annie Popert

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 Annie Popert  
 Director General, KSB

(signed) Jean Bérubé

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 Jean Bérubé  
 Negotiator, CPNCSK

(signed) Stéphane Boulanger

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 Stéphane Boulanger  
 Negotiator, CPNCSK

(signed) Jean-Claude Turcotte

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 Jean-Claude Turcotte  
 Spokesperson, CPNCSK

(signed) Réjean Parent

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 Réjean Parent  
 President, CSQ

(signed) Jean Falardeau

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 Jean Falardeau  
 President, FPPE

(signed) Johanne Pomerleau

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 Johanne Pomerleau  
 Vice-President, FPPE

(signed) Patrice Lemay

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 Patrice Lemay  
 Vice-President, Administrative Affairs, FPPE

(signed) Diane Jacques

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 Diane Jacques  
 President, SPPOM

(signed) Bruna Mastroianni

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 Bruna Mastroianni  
 Negotiator, FPPE

(signed) Parfait Cemé

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 Parfait Cemé  
 Negotiator, FPPE

(signed) Michel Hébert

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 Michel Hébert  
 Spokesperson, FPPE

**APPENDIX A CONTRACT OF ENGAGEMENT**

The KATIVIK SCHOOL BOARD with its head office in Montréal engages the services of:

SURNAME: \_\_\_\_\_ GIVEN NAME: \_\_\_\_\_

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

SOCIAL INSURANCE NUMBER: \_\_\_\_\_ TEL.: \_\_\_\_\_

1. Status of professional:

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

2. Indicate the number of hours of the regular workweek: \_\_\_\_\_

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

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

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

6. Classification, placement and salary upon engagement:

a) Employment group: \_\_\_\_\_ b) Step: \_\_\_\_\_

c) Salary: \_\_\_\_\_ d) Date of entry into service: \_\_\_\_\_

e) Position:

- Function: \_\_\_\_\_
- Place of work: \_\_\_\_\_
- Department: \_\_\_\_\_

7. Collective agreement:

The professional acknowledges having received a copy of the Agreement in effect concluded between the Board and the Union and having read it. The contracting parties declare to submit the provisions of the contract of engagement to the provisions of the Agreement.

8. Special provisions:

\_\_\_\_\_  
\_\_\_\_\_

Signed at \_\_\_\_\_, on \_\_\_\_\_ 20\_\_.

Signed at \_\_\_\_\_, on \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Professional

**APPENDIX B MOVING EXPENSES**

Article 1 The provisions of this appendix aim to determine that to which the professional, who can benefit from a reimbursement of his or her moving costs, is entitled as moving expenses.

Article 2 Moving expenses shall not be applicable to the professional unless the Regional Placement Bureau accepts that the relocation of the professional necessitates his or her moving.

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

**Transportation costs of furniture and personal effects**

Article 3 The Board shall reimburse, upon presentation of supporting vouchers, the costs incurred for the transportation of the furniture and personal effects of the professional concerned, including the packing, unpacking and the cost of the insurance premium, or the costs of towing a mobile home on the condition that he or she provide in advance at least 2 detailed quotations of the costs to be incurred.

Article 4 However, the Board shall not pay the cost of transporting the professional's personal vehicle unless the location of his or her new domicile is inaccessible by road. Moreover, the cost of transporting a boat, canoe, etc. shall not be reimbursed by the Board.

**Storage**

Article 5 When the move from one domicile to another cannot take place directly because of uncontrollable circumstances, other than the construction of a new domicile, the Board shall reimburse the costs of storing the professional's furniture and personal effects and those of his or her dependents<sup>1</sup>, for a period not exceeding 2 months.

**Concomitant moving expenses**

Article 6 The Board shall pay a moving allowance of \$750 to any transferred professional with a dependent<sup>1</sup> or of \$200 to a transferred professional who is single in compensation for the concomitant moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the professional is assigned to a location where complete facilities are placed at his or her disposal by the Board.

Nevertheless, the \$750-moving allowance payable to the transferred professional with a dependent<sup>1</sup> shall also be payable to the single professional who maintains a dwelling.

**Compensation for lease**

Article 7 The professional referred to in article 1 shall also be entitled, if need be, to the following compensation: for the abandonment of a dwelling without a written lease, the Board shall pay the equivalent of one month's rent. If there is a lease, the Board shall indemnify the professional who must terminate his or her lease and for which the landlord demands compensation to a maximum period of 3 months' rent. In both cases, the professional must attest that the landlord's request is well-founded and must present supporting vouchers.

Article 8 If the professional chooses to sublet his or her dwelling himself or herself, reasonable costs for advertising the sublease shall be assumed by the Board.

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<sup>1</sup> Dependent means the spouse and the dependent child as defined in subparagraph a) of clause 10-1.01.

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

Article 9 The Board shall reimburse, relative to the sale of the principal house-residence of the relocated professional, the following expenses:

- a) the real estate agent's fees, upon presentation of:
  - the contract with the real estate agent immediately after its passing;
  - the sales contract;
  - the bill of the agent's fees;
- b) the cost of notarized deeds chargeable to the professional for the purchase of a house for the purpose of residence at his or her posting on the condition that the professional is already the proprietor of his or her house at the time of his or her transfer and that the house is sold;
- c) the penalty for breach of mortgage, if need be;
- d) the proprietor's transfer tax, if need be.

Article 10 When the house of the relocated professional, although it has been put up for sale at a reasonable price, is not sold at the time when the professional must enter a new agreement for lodging, the Board shall not reimburse the costs for looking after the unsold house. However, in this case, upon presentation of supporting vouchers, the Board shall reimburse, for a period not exceeding 3 months, the following expenses:

- a) municipal and school taxes,
- b) the interest on the mortgage;
- c) the cost of the insurance premium.

Article 11 In the case where a relocated professional chooses not to sell his or her principal house-residence, he or she may benefit from the provisions of this article in order to avoid a double financial burden due to the fact that his or her principal residence is not rented when he or she must assume new obligations to dwell in the area of his or her posting. The Board shall pay him or her, for the period during which his or her house is not rented, the amount of the new rent, up to a period of 3 months, upon presentation of the lease. Moreover, the Board shall reimburse him or her for the reasonable costs of advertisement and the cost of no more than 2 trips incurred for the renting of his or her house, upon presentation of supporting vouchers and in accordance with the regulation concerning travel expenses in effect at the Board.

**Accommodation expenses**

Article 12 When the move from one domicile to another cannot take place directly because of uncontrollable circumstances other than the construction of a new residence, the Board shall reimburse the professional for the accommodation expenses for him or her and his or her family, in accordance with the regulation concerning travel expenses in effect at the Board, usually for a period not exceeding 2 weeks.

Article 13 If the move is delayed, with the authorization of the Board, or if the family of the married professional is not relocated immediately, the Board shall assume the professional's transportation costs up to 500 kilometres to visit his or her family every 2 weeks if the distance to be covered is equal to or less than 500 kilometres, return trip, and once a month if the distance to be covered exceeds 500 kilometres, return trip, up to a maximum of 1600 kilometres.

Article 14 Moving expenses prescribed in this appendix shall be reimbursed within 60 days of the date on which the professional submits the supporting vouchers to the Board that engages him or her.

APPENDIX C

GRIEVANCE FORM

Grievance no: \_\_\_\_\_

Date of submission of grievance: \_\_\_\_\_

UNION

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

BOARD

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

TYPE OF GRIEVANCE

Individual	<input type="checkbox"/>	Professional(s) concerned
Collective	<input type="checkbox"/>	_____
Lodged by: Professional	<input type="checkbox"/>	_____
Union	<input type="checkbox"/>	
Classification		_____
(employment group)	<input type="checkbox"/>	_____
Interpretation	<input type="checkbox"/>	_____
Article(s) and clause(s) involved		_____
		_____
		_____

Facts giving rise to the grievance: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Corrective measure(s) sought: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Compensation requested (if any): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX D

## LEAVE WITH DEFERRED SALARY

**Article 1** The tenured professional who so requests may benefit from a leave with deferred salary for a duration of 6 months or of 12 months. The leave shall be taken during the last year of the contract.

The granting of such a leave shall be the exclusive responsibility of the Board; however, in the case of refusal, if the professional so requests, the Board shall provide him or her with the reasons for its refusal. The professional may not, however, contest the reasons of the Board.

**Article 2** The leave shall be subject to the provisions of this appendix and must terminate upon the expiry of the contract.

**Article 3** The purpose of the leave is not to provide for the payment of benefits at the time of retirement nor the deferral of income tax. Moreover, during the year of the leave, the professional cannot receive any remuneration from the Board or from another person or company with which the Board has ties other than the amount corresponding to the percentage of his or her salary for the duration of the contract.

**Article 4** The Board and the professional may agree in writing on a contract for a duration of 2, 3, 4 or 5 years.

**Article 5** If, for a reason stipulated in the contract or agreed between the Board and the professional, the leave is postponed, it must start no later than 6 years from the date on which the salary began to be deferred.

**Article 6** The leave with deferred salary for a duration of 12 months must coincide with a school year and that of a duration of 6 months must coincide with a period beginning on July 1 and ending December 31 or a period beginning on January 1 and ending June 30. However, the Board and the professional may stipulate in the contract a leave of a duration of 6 or 12 continuous months taken at a time other than that prescribed in this article. The duration of the leave with deferred salary must be at least 6 consecutive months and cannot be interrupted under any circumstances.

**Article 7** For the duration of the contract, except during the period of the leave with deferred salary, the professional's workload shall remain the same as that required before the beginning of the contract.

**Article 8** Upon his or her return, the professional shall be reinstated in the position he or she held at the time of his or her departure on a leave or another position to which he or she is reassigned or transferred, the foregoing subject to the other provisions of the Agreement.

The professional must be reinstated in his or her position after the leave for a duration equal to the leave but he or she need not be reinstated immediately after the leave.

**Article 9** The contract concluded between the professional and the Board shall remain in force for the duration stipulated therein and shall remain subject to the arbitration procedure prescribed in Chapter 9-0.00, notwithstanding the expiry of the Agreement.

**Article 10** The contract must comply with the form provided hereinafter.

**Article 11** Should the provisions be incompatible with the other provisions of the Agreement, the provisions of this appendix shall prevail.



**LEAVE WITH DEFERRED SALARY**

CONTRACT CONCLUDED

BETWEEN

The Kativik School Board

hereinafter called the Board

AND

SURNAME: \_\_\_\_\_ GIVEN NAME: \_\_\_\_\_

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

hereinafter called the professional

**SUBJECT: LEAVE WITH DEFERRED SALARY****I Duration of contract**

This contract shall come into force on \_\_\_\_\_ and shall expire on \_\_\_\_\_.

**II Duration of leave with deferred salary**

The duration of the leave shall be for 6 months or one year, that is, from \_\_\_\_\_ to \_\_\_\_\_.

**III Salary**

During each of the years referred to in this contract, the professional shall receive \_\_\_\_\_% of the salary he or she would have received under the applicable Agreement.

The percentage of salary applicable according to the duration of the contract shall be determined as follows:

- a) A 6-month leave
  - in the case of a 2-year contract: 75% of the salary;
  - in the case of a 3-year contract: 83.34% of the salary;
  - In the case of a 4-year contract: 87.5% of the salary;
  - in the case of a 5-year contract: 90% of the salary.
- b) A 12-month leave
  - in the case of a 3-year contract: 66.67% of the salary;
  - in the case of a 4-year contract: 75% of the salary;
  - in the case of a 5-year contract: 80% of the salary.

**IV Benefits**

- A) During each of the years of this contract, the professional shall avail himself or herself, insofar as he or she is normally entitled to them, of the following benefits:
  - life insurance plan;
  - health insurance plan;
  - sick-leave days under paragraph A) of clause 5-10.40, redeemed, where applicable, according to the percentage of the salary to which he or she is entitled under section III herein;
  - accumulation of seniority;
  - accumulation of experience.
- B) During the leave with deferred salary, the professional shall not be entitled to any of the premiums prescribed in the Agreement. During each of the other years of this contract, he or she shall be entitled, where applicable, to all of the premiums, without taking into account the decrease in his or her salary under article III.
- C) For the purpose of calculating vacation credits, each of the years of the contract shall constitute continuous service.

For each year of the contract during which the professional is at work, vacation shall be remunerated at the percentage of salary prescribed in article III.

For the 12-month leave, the year of the leave shall include the annual vacation to which the professional is entitled and, for the 6-month leave, the period of leave shall include half the annual vacation to which the professional is entitled.

The vacation to which the professional is entitled after the contract has expired shall be remunerated at the salary rate applicable under the Agreement.

- D) Each of the years referred to in this contract shall count as a period of service for the purpose of the pension plans in force.
- E) During each of the years referred to in this contract, the professional shall be entitled to all the other benefits of the Agreement compatible with the provisions of this contract and which he or she would have had if he or she had not signed this contract. However, he or she shall not benefit from the provisions of Chapter 10-0.00 for the duration of the leave.

#### **V Retirement, withdrawal or resignation of the professional**

In the event of the retirement, withdrawal or resignation of the professional, this contract shall expire on the date of the retirement, withdrawal or resignation under the condition described hereinafter:

the Board shall reimburse the professional, for the term of the contract, an amount equal to the difference between the salary to which he or she would have been entitled under the applicable agreement had he or she not signed the contract and the salary received under this contract without interest.

#### **VI Dismissal of the professional**

In the event of the dismissal of the professional or the cancellation of the professional's engagement following a breach of contract, this contract shall expire on the effective date of the dismissal or cancellation of engagement. The conditions prescribed in section V shall then apply.

#### **VII Leave without salary**

During the term of this contract, the professional shall not be entitled to any leave without salary except those granted obligatorily under the applicable Agreement. In this case, this contract shall be extended accordingly. However, the leave with deferred salary cannot extend beyond a maximum 6 year-period following the date on which the amounts began to be deferred.

The conditions prescribed in section V shall then apply.

The Board and the professional may agree that the provisions of this section not apply in the case of a leave without salary the duration of which is 5 working days or less.

#### **VIII Nonreengagement of the professional**

In the event that the professional is nonreengaged during this contract, the latter shall expire on the date of the nonreengagement. The conditions prescribed in section V shall then apply.

#### **IX Placement on availability of the professional**

In the case of the professional placed on availability, this contract shall be maintained.

In the event that the professional is relocated to another employer in the education sector, the contract shall be transferred to the new employer, unless the latter refuses, in which case the conditions prescribed in section V shall then apply.

#### **X Death of the professional**

In the event of the professional's death during the term of this contract, the contract shall expire on the date of the professional's death and the conditions prescribed in section V shall then apply.

**XI Disability****A) Disability develops during the leave with deferred salary:**

The leave with deferred salary cannot be interrupted. For the purposes of applying the provisions of clause 5-10.30, disability shall be considered as beginning on the date the professional returns to work and not during the leave.

However, the professional shall be entitled, during his or her leave, to the salary based on the percentage determined in the contract.

Should the professional still be disabled at the end of the leave, he or she shall be entitled to the salary insurance benefit under clause 5-10.30, based on his or her regular salary.

**B) Disability develops before the leave is taken and still exists at the time the leave is supposed to take place:**

In this case, the professional concerned shall choose:

1° to continue to participate in the contract and defer the leave until such time as he or she is no longer disabled. The professional shall then receive his or her salary insurance benefit, under clause 5-10.30, based on 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 as of the beginning of the last year until the end of the disability. During the interruption, the professional shall be entitled to the salary insurance benefit, under clause 5-10.30, based on his or her regular salary.

However, the leave with deferred salary cannot extend beyond a maximum 6-year period following the date on which the amounts began to be deferred;

2° to terminate the contract. The conditions prescribed in section V shall then apply. The salary insurance benefit, under clause 5-10.30, shall be based on his or her regular salary.

**C) Disability lasts for more than 2 years:**

At the end of the 2-year period, this contract shall expire and the conditions prescribed in section V shall then apply.

**XII Maternity leave (20 or 21 weeks) and leave for adoption (10 weeks)****A) The leave takes place during the leave with deferred salary.**

The leave with deferred salary cannot be interrupted for the maternity leave or the leave for adoption.

**B) The leave takes place before and terminates before the leave.**

The contract shall be interrupted for the duration of the maternity leave or the leave for adoption and shall be extended accordingly following its termination. During the interruption, the provisions of the Agreement concerning maternity leaves or leaves for adoption shall apply.

**C) The leave takes place before the leave with deferred salary and is still taking place at the beginning of the leave.**

In this case, the professional shall choose:

a) to defer the leave with deferred salary to another school year or to another time agreed to with the Board. However, the leave with deferred salary cannot extend beyond a maximum 6-year period following the date on which the amounts began to be deferred;

b) to terminate this contract and thus receive the salary not paid under section V.

**IN WITNESS WHEREOF**, the parties have signed in \_\_\_\_\_, on this \_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Professional

c.c.: Union

**APPENDIX E                      FEMINIZATION OF TEXTS**

These rules apply to the French text only.

**APPENDIX F PROGRESSIVE RETIREMENT PLAN**

**Article 1:** The purpose of the progressive retirement plan shall be to enable a professional to reduce his or her time worked for a period of one to 5 years at the end of which the professional shall retire. The professional's time worked must not be less than 40% of the regular workweek prescribed in article 8-1.00 of the Agreement. However, the scheduling of the time worked may be subject to different terms and conditions as stipulated in paragraph C) of article 14 of this appendix. The scheduling cannot modify the number of salary payments received by the professional prior to concluding the agreement.

**Article 2:** The plan can only apply according to law or the regulations and is subject to the provisions provided for hereafter.

**Article 3:** Only the regular professional whose regular workweek is greater than 40% of the regular workweek prescribed in article 8-1.00 of the Agreement and who is a member of one of the pension plans currently in force (CSSP, RREGOP and TPP) may benefit only once from the plan.

**Article 4:** To be eligible for the plan, the professional must verify with the Commission administrative des régimes de retraite et d'assurances (CARRA) that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.

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

**Article 5:** The professional who wishes to benefit from the plan must forward a written request to the Board 90 days prior to the beginning of the progressive retirement period. The request must specify the period during which the professional intends to benefit from the plan and the time he or she intends to work during that period.

**Article 6:** The professional shall also forward to the Board, at the same time as the request, an attestation from CARRA confirming that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.

**Article 7:** Approval of the request for the progressive retirement plan shall be the exclusive responsibility of the Board.

However, should the request be refused, the Board shall provide, at the professional's request, the reasons for its refusal.

**Article 8:** A) For the duration of the agreement, the professional shall avail himself or herself, insofar as he or she is normally entitled to them and in proportion to the work time stipulated in the agreement, of the following benefits:

- salary;
- sick-leave days under paragraph A) of clause 5-10.40 of the Agreement, redeemed, where applicable;
- salary insurance;
- vacation;
- other monetary benefits.

B) For the duration of the agreement, the professional shall be entitled to all the other benefits of the Agreement compatible with the provisions of this appendix and to which he or she would be entitled if he or she had not concluded the agreement.

C) The period covered by the agreement shall count as a period of service for the purpose of the 3 pension plans currently in effect (CSSP, RREGOP and TPP).

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

- E) The fact that the professional is placed on availability shall not modify the agreement concluded under this appendix.

**Article 9:** Should the professional not be entitled to his or her pension upon the expiry of the agreement due to circumstances beyond his or her control as stipulated by regulation, the agreement shall be extended to the date on which the professional will be entitled to his or her pension even though the total progressive retirement period exceeds 5 years.

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

**Article 10:** In the event of the retirement, resignation, termination of employment for breach of contract, nonreengagement, dismissal, death of the professional or, where applicable, upon expiry of the extension agreed to under article 9 of this appendix, the agreement shall terminate on the date on which the event occurs. The same shall apply in the event of the professional's withdrawal, which can only occur with the approval of the Board.

The agreement shall also terminate if the professional is relocated to another employer as a result of the application of the provisions of the Agreement, unless the new employer agrees to continue the agreement, subject to the approval of CARRA.

If the agreement becomes null or terminates due to circumstances mentioned previously or which are stipulated by regulation, the pensionable salary, the credited service and the contributions shall be determined, for each of these circumstances, in the manner stipulated in the regulation.

**Article 11:** Upon expiry of the agreement, the professional shall be considered as having resigned and shall be pensioned off.

**Article 12:** If incompatible with the other provisions of the Agreement, the provisions of this appendix shall prevail.

**Article 13:** The Board and the professional shall sign, where applicable, the agreement prescribed in article 14 of this appendix.

**Article 14:** The Board and the professional shall use, where applicable, the form provided in this article.



**PROGRESSIVE RETIREMENT PLAN**

AGREEMENT CONCLUDED

between

The Kativik School Board

hereinafter called the Board

and

SURNAME: \_\_\_\_\_ GIVEN NAME: \_\_\_\_\_

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

hereinafter called the professional

**A) Period covered by the progressive retirement plan**

This agreement shall come into force on \_\_\_\_\_, 20\_\_ and shall expire on \_\_\_\_\_, 20\_\_.

The agreement can expire on another date under the circumstances and according to the terms and conditions prescribed in articles 9 and 10 of this Appendix F.

**B) Time worked**

For the period covered by the agreement, the percentage of the professional's time worked in relation to the regular workweek prescribed in article 8-1.00 of the Agreement shall be:

\_\_\_\_\_  
\_\_\_\_\_

Notwithstanding the preceding paragraph and paragraph C) of this article, the Board and the professional may agree to change the time worked and the schedule, provided, however, that the time worked is not less than 40% of the regular workweek prescribed in article 8-1.00 of the Agreement.

**C) Other terms and conditions for applying the plan agreed to with the professional**

(The percentage of the professional's time worked in relation to the regular workweek prescribed in article 8-1.00 of the Agreement may be scheduled other than on a weekly basis.)

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D) The provisions of Appendix F shall form an integral part of this agreement.

**IN WITNESS WHEREOF**, the parties have signed in \_\_\_\_\_, on this \_\_\_\_ day of the month of \_\_\_\_\_ 201 \_\_\_\_ .

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Signature of the Professional

## APPENDIX G

**PROFESSIONALS BENEFICIARIES OF THE JAMES BAY AND NORTHERN QUÉBEC AGREEMENT ASSIGNED TO MONTRÉAL**

The Kativik School Board shall maintain, for the duration of the Agreement, a special program of benefits granted to professionals who are beneficiaries of the James Bay and Northern Québec Agreement and who are assigned to Montréal.

To this effect, the special program set up by the Kativik School Board includes the following elements:

- a) only the regular professional assigned on a regular basis to Montréal who is a beneficiary of the James Bay and Northern Québec Agreement and whose domicile in the legal sense of the word at the time of his or her engagement is situated in one of the localities of Nunavik shall avail himself or herself of the special program;
- b) the special program shall terminate as soon as the Board assigns the professional to one of the localities of Nunavik;
- c) the professional who avails himself or herself of the special program shall receive, in addition to his or her salary, an annual retention premium equal to the premium prescribed for sector I in clause 10-1.01 of the Agreement.

Clauses 10-2.02 to 10-2.05 of the Agreement shall apply with the necessary changes to the premium payable to the professional covered by the special program;

- d) the transferred professional covered by the special program shall be reimbursed, at the time of his or her first regular assignment in Montréal, for his or her transportation costs and those of his or her dependents as well as the transportation costs of his or her personal effects and those of his or her dependents up to:
  - 228 kilograms for each adult and each child 12 years old or older;
  - 137 kilograms for each child under 12 years old.

The expenses shall be assumed by the Board between the locality of Nunavik where he or she was domiciled at the time of his or her engagement and Montréal or shall be reimbursed upon presentation of supporting vouchers.

To this effect, clauses 10-3.02, 10-3.03 and 10-3.05 of the Agreement shall apply with the necessary changes;

- e) the professional covered by the special program shall be reimbursed, upon the termination of his or her regular assignment in Montréal, for the transportation cost of his or her furniture for his or her own personal use other than that provided by the Board, from Montréal to his or her locality of origin situated in Nunavik or, as the case may be, to his or her new place of assignment at the Board;
- f) the professional who is entitled to the special program shall benefit from clauses 10-4.01, 10-4.02, 10-4.03, 10-4.05 and 10-5.01 of the Agreement with the necessary changes, it being understood that the place of assignment is Montréal and the point of departure is the locality of Nunavik where the professional was domiciled at the time of engagement;
- g) clause 10-6.01 of the Agreement shall apply, with the necessary changes, to the professional who avails himself or herself of the special program;
- h) the professional who is entitled to the special program shall benefit from the following policy:
  - 1) the Board shall allot an apartment that it rents to the professional newly assigned outside the territory of Nunavik;
  - 2) any regular professional may choose an apartment upon the expiry of the lease of the apartment he or she currently occupies;

- 3) the rent of an apartment under lease to the Board and in which the professional resides shall be paid by the Board which, in return, shall deduct the rent directly from the professional's salary;
- 4) the professional eligible for the program shall receive a monthly housing allowance based on the following rates:
  - \$265 per month for the professional who is single or married without children;
  - \$380 per month for the professional with children who requires a second bedroom;
  - \$500 per month for the professional with more than one child who requires 3 or more bedrooms;
- 5) the Board shall be responsible for the leases of the apartments it has leased directly; the Board may however refuse to lease an apartment chosen by the professional if the cost is exorbitant;
- 6) the Board shall not be responsible for any apartment for which it does not hold the lease;
- 7) the Board shall be responsible for furnishing the apartments which it leases;
- 8) the professional who occupies an apartment leased by the Board shall be responsible for all damages caused to the apartment or to the furniture provided by the Board;
- 9) the professional on whom the Board imposes an apartment with more rooms than he or she needs shall not have to pay more than if he or she occupied an apartment which meets his or her needs;
- 10) the professional who chooses to occupy an apartment with more rooms than he or she needs shall be entitled to the allowance based on his or her needs only;
- 11) the professional who damages the apartment or the furniture provided by the Board or who is evicted by the landlord may be denied any future entitlement to the lodging policy following a decision of the Board's executive committee for the duration determined by the committee;
- 12) should a conflict arise with one or among several professionals concerning the allocation of a dwelling, the Board shall settle the matter in the manner it deems just and fair under the circumstances.

**APPENDIX H****LOCALITY OF MONTRÉAL**

For the purposes of applying the Agreement, the parties agree that the locality of Montréal includes the warehouse of the Board as well as every administrative office that it occupies in a municipal territory outside of Nunavik.

## APPENDIX I

## LIST OF SCHOOL BOARDS LOCATED IN THE TERRITORY OF THE REGIONAL OFFICES

Regional offices	School boards
<b>REGION 01</b> Du Bas-Saint-Laurent et de la Gaspésie-Îles-de-la-Madeleine	Chic-Chocs (des) Eastern Shores Fleuve-et-des-Lacs (du) Monts-et-Marées (des) Phares (des) Îles (des) Kamouraska—Rivière-du-Loup (de) René-Lévesque
<b>REGION 02</b> Du Saguenay—Lac-Saint-Jean	De La Jonquière Lac-Saint-Jean (du) Pays-des-Bleuets (du) Rives-du-Saguenay (des)
<b>REGION 03</b> De la Capitale-Nationale et de la Chaudière-Appalaches	Appalaches (des) Beauce-Etchemin (de la) Capitale (de la) Central Québec Charlevoix (de) Côte-du-Sud (de la) Découvreurs (des) Navigateurs (des) Portneuf (de) Premières-Seigneuries (des)
<b>REGION 04</b> De la Mauricie et du Centre-du-Québec	Bois-Francs (des) Chemin-du-Roy (du) Chênes (des) Énergie (de l') Riveraine (de la)
<b>REGION 05</b> De l'Estrie	Eastern Townships Hauts-Cantons (des) Région-de-Sherbrooke (de la) Sommets (des)
<b>REGION 06.1</b> De Laval, des Laurentides et de Lanaudière	Affluents (des) Laurentides (des) Laval (de) Pierre-Neveu Rivière-du-Nord (de la) Samares (des) Seigneurie-des-Mille-Îles (de la) Sir Wilfrid Laurier
<b>REGION 06.2</b> De la Montérégie	Grandes-Seigneuries (des) Hautes-Rivières (des) Marie-Victorin New Frontiers Patriotes (des) Riverside Saint-Hyacinthe (de) Sorel-Tracy (de) Trois-Lacs (des) Val-des-Cerfs (du) Vallée-des-Tisserands (de la)

Regional offices	School boards
<b>REGION 06.3</b> De Montréal	English Montreal Kativik Lester B. Pearson Marguerite-Bourgeoys Montréal (de) Pointe-de-l'Île (de la)
<b>REGION 07</b> De l'Outaouais	Coeur-des-Vallées (au) Draveurs (des) Hauts-Bois-de-l'Outaouais (des) Portages-de-l'Outaouais (des) Western Québec
<b>REGION 08</b> De l'Abitibi-Témiscamingue et du Nord-du-Québec	Baie-James (de la) Crie Harricana Lac-Abitibi (du) Lac-Témiscamingue (du) Or-et-des-Bois (de l') Rouyn-Noranda (de)
<b>REGION 09</b> De la Côte-Nord	Estuaire (de l') Fer (du) Littoral (du) Moyenne-Côte-Nord (de la)

**APPENDIX J****EMPLOYMENT AND CONDITIONS OF EMPLOYMENT OF PROFESSIONALS OF THE KATIVIK SCHOOL BOARD**

As part of its participation in the work involved in the implementation of self government in Nunavik, the Kativik School Board undertakes to promote and support the transfer of all the professionals in its employ into the new institution as well as the full maintenance of their conditions of employment.





#### 4- Duration of hearing

In general, a hearing lasts approximately one hour.

#### 5- Award

The arbitration award must contain a brief description of the dispute and a summary of the reasons supporting its conclusion (approximately 2 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 forward a copy to the parties within a maximum time limit of 5-working days after the hearing. He or she shall also file the signed original copy at the records office.

- 6- The provisions of articles 9-1.00 and 9-2.00 shall apply by adapting them 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 1<sup>st</sup> paragraph of clause 9-2.16, the 3<sup>rd</sup> paragraph of clause 9-2.17, the 1<sup>st</sup> paragraph of clause 9-2.18, paragraphs B) and C) of clause 9-2.22 and clauses 9-2.23 and 9-2.24.

### **III- OTHER MEASURES CONTRIBUTING TO REDUCING THE COSTS OF THE ARBITRATION SYSTEM AND TO IMPROVING ITS EFFECTIVENESS**

In order to reduce the amounts earmarked for the expenses and honoraria of arbitrators and to resolve a greater number of grievances, the parties agree to:

- encourage the use of the prearbitration mediation procedure and the accelerated arbitration procedure of a "small claims" nature;
- keep an updated list of joint requests as regards prearbitration mediation and accelerated arbitration of a "small claims" nature;
- submit the list on a regular basis to the chief arbitrator or chief records clerk to enable him or her to set the date of the first meeting.

## APPENDIX L

**SPECIFIC TERMS AND CONDITIONS APPLICABLE TO THE PROFESSIONALS WITH AN EMPLOYMENT GROUP CONCERNED BY A SALARY ADJUSTMENT RESULTING FROM THE APPLICATION OF PAY EQUITY**

- 1- The annual salary rates and scales of the professionals classified in one of the following employment groups:

Social Worker  
Social Service Officer  
Psychoeducator  
Speech Therapist or Audiologist  
Psychologist  
Occupational Therapist  
Development Officer

shall be adjusted, at the latest 30 days after the date of signature of the Agreement.

- 2- The professional working and classified in one of the employment groups provided for in paragraph 1 of this Appendix shall be entitled, at the latest 30 days after the date of signature of the Agreement, as retroactive payment, and according to the duration of his or her services, to an amount equal to the difference between:

- the salary he or she would have received as of December 31, 2010 until the adjustment date of his or her salary;

and

- the salary received during this period in application of the new salary rates and scales.

- 3- The professional, classified in one of the employment groups provided for in paragraph 1 of this Appendix, whose employment ended before the adjustment date for the new salary rates and scales, can make a written request for payment to the Board.

A copy of the written request shall be accompanied by a cheque specimen.

In the event of a professional's death, the written request can be made by his or her heirs or assigns according to the same terms and conditions

- 4- The amounts owing under paragraphs 2 and 3 of this Appendix shall bear interest at the legal rate in accordance with the *Pay Equity Act* (R.S.Q., c. E-12.001) until the date of the payment.
- 5- This Appendix as well as the salary rates and scales of the employment groups provided for in paragraph 1 cannot lead to a grievance under Chapter 9-0.00 of the Agreement.

**APPENDIX M                      LINGUISTIC QUALITY OF THE AGREEMENT**

1. The parties have modified certain provisions of the Agreement<sup>1</sup> for the sole purpose of improving its linguistic quality.
2. Replacing terms used previously with new ones cannot result in changing the meaning of the provisions concerned or modifying the rights and obligations of the parties.
3. In case of diverging opinion as to the interpretation of a new term, the parties shall refer to the vocabulary used previously.

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<sup>1</sup> See the document entitled “Modifications linguistiques apportées à la Convention”, signed as of the date of the coming into force of the Agreement.

APPENDIX N<sup>1</sup>**LETTER OF INTENT CONCERNING THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN<sup>2</sup> AND ADMENDMENTS TO THE LETTER OF INTENT CONCERNING THE GOVERNMENT AND PUBLIC EMPLOYEE RETIREMENT PLAN SIGNED ON JULY 9, 2010<sup>3</sup>****1. Legislative amendments**

The government shall adopt the necessary orders-in-council and propose to the National Assembly for adoption the necessary legislative provisions in order to make the amendments prescribed in sections 2 to 7 to *An Act Respecting the Government and Public Employees Retirement Plan* (RREGOP) (R.S.Q., c. R-10).

**2. Number of years of service**

The maximum number of credited years of service that can be used for calculating pensions has increased. This maximum shall be increased gradually and reach 38 years on January 1, 2014. Subject to the following, these years shall guarantee the same benefits as the previous ones:

- As of January 1, 2011, the number of credited years of service used for calculating pensions beyond 35 years must be worked or redeemed. No redemption of service prior to January 1, 2011 may cause that the credited service used for calculating pensions shall exceed 35 years on January 1, 2011.
- No retroactivity provision shall be allowed. Service exceeding 35 credited years of service used for calculating pensions before January 1, 2011 shall not be recognized neither through a required contribution nor through a redemption.
- The pension reduction applicable as of the age of 65 (QPP coordination) does not apply to the credited years of service used for calculating pensions exceeding 35 years.
- An individual who receives a long-term salary insurance benefit cannot accumulate beyond 35 creditable years used for calculating pensions.
- Any service occurred after January 1, 2011 beyond 35 credited years of service is pensionable up to a maximum of 38 credited years of service.

Concerning the revaluation of pension credits, the increase from 35 to 38 in the maximum number of years of service shall not result in the increase, or decrease, of the number of years that would be revalued if this measure did not exist.

**3. Pension credits**

As of January 1, 2011, the possibility of redeeming prior service in the form of pension credits is abolished.

**4. Contribution formula**

As of January 1, 2012, the contribution formula is amended based on the specifications described in Appendix 1.

The compensation, as described in Schedule 1, represents an amount that allows a contributor whose annualized salary is lower than the MPE to pay contributions comparable to the ones they would pay if the 35% MPE exemption was maintained.

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<sup>1</sup> The present appendix cannot be the object of arbitration.

<sup>2</sup> Reproduced from the Letter agreed at the main table, July 9, 2010.

<sup>3</sup> Reproduced from the amendments agreed at the main table, October 28, 2010.

The compensation amount is calculated each year, at the latest 9 months following the end of the calendar year, by the CARRA; it constitutes a shortfall for the participants' fund. This shortfall is absorbed each year by the government who transfers, at the latest 3 months following the CARRA's calculation, the required amount from the employers' contribution fund to the RREGOP employee contribution fund (fund 301).

#### **5. Bank of 90 days**

Absences without pay that are not redeemed and subsequent to January 1, 2011 may not be granted without cost upon retirement. However, absences without pay in consideration of parental leaves that are not redeemed can continue to be offset by the 90-day bank. The 90-day limit continues to apply.

#### **6. Frequency of actuarial valuations**

The frequency of actuarial valuations remains on a 3-year basis. However, an update of the actuarial valuation is performed yearly.

#### **7. Indexation clause**

Should there be a surplus that exceeds by more than 20% the unfunded liability for benefits for which members are responsible, as identified in a three-year valuation based on assumptions whose relevance has been confirmed by an independent actuary or in an updated valuation, the indexation clause for benefits to which members are entitled that are payable to retirees with respect to service credited between June 30, 1982 and January 1, 2000 is improved on the January 1 following receipt by the Minister of the report of the independent actuary in the case of a three-year actuarial valuation or on the January 1<sup>st</sup> following an update of such a valuation, to the extent that the portion of this surplus that exceeds 20% of the unfunded liability allows the cost of the improvement to be entirely covered.

This cost corresponds, with respect to the years of service credited between June 30, 1982 and January 1, 2000, to the difference between the present value of the benefits that would be payable to retirees according to the indexation clause applicable for the service credited after January 1, 2000 (CPI-3% with a minimum of 50% of the CPI) and the present value of benefits for which members are responsible, payable to retirees pursuant to the indexation clause (CPI-3%).

On January 1 of each subsequent year, the improvement of the indexation clause remains in effect only if, based on an update of the three-year actuarial valuation or the receipt by the Minister of a report from the independent actuary validating a new three-year actuarial valuation, there is a surplus that exceeds by more than 20% the unfunded liability of benefits for which members are responsible, and the portion of this surplus exceeding 20% of the unfunded liability entirely covers the cost of the increase as calculated above. It is understood that a benefit increased as the result of the improvement in the indexation granted for one year will not be reduced thereafter.

With respect to the benefits for which the government is responsible, payable to retirees with regards to the service credited between June 30, 1982 and January 1, 2000, the government agrees, when the above conditions are met, to discuss with the union associations for whom this Letter of Intent is intended, the possibility of improving the indexation clause in the same way as it has been improved with respect to the benefits for which members are responsible.

When benefits to retirees with respect to service credited between June 30, 1982 and January 1, 2000 for which the government is responsible are not increased, a transfer of funds from the contributions by employees to the contributions of funds by employers must be made to ensure the cost-sharing of benefits provided by law, with the understanding that the improvement applies only to the portion of benefits for which members are responsible. The amount to transfer is determined by CARRA as of the December 31 preceding the improvement of benefits for which members are responsible, and payable to the retirees using the method and assumptions of the most recent actuarial valuation. This amount is transferred in the 3-month period following the date on which the CARRA has determined the amount to be transferred.

## 8. Amendments to the pension plan

Subject to the amendments prescribed herein during the term of this agreement, no amendment to the RREGOP may make the provisions of the plan less favourable for members, unless there is an agreement between the negotiating parties to this effect.

### SCHEDULE 1

#### CONTRIBUTION FORMULA

**A-** The participant's contribution to the RREGOP is currently determined based on the following formula:

**a) If Pensionable salary < 35% of MPE**

Contribution = 0

**b) If Pensionable salary > 35% of MPE**

Contribution = Rate A x (Pensionable salary – 35% of MPE)

Where MPE: Maximum pensionable earnings;

Rate A: The contribution rate applicable to the excess pensionable salary on 35% of the MPE determined by the CARRA during the actuarial valuation.

**B-** As of January 1, 2012, the above (point A) contribution formula shall be replaced by:

**a) If Pensionable salary < 35% of MPE**

Contribution = Rate B x [ Pensionable salary – Z% of the MPE ] – Compensation

Compensation = MAXIMUM [ 0; Rate B x (Pensionable salary – Z% of the MPE) ]

**b) If Pensionable salary > 35% of MPE**

Contribution = Rate B x [Pensionable salary – Z% of the MPE ] – Compensation

Compensation = MAXIMUM [ 0; Factor x (MPE – Pensionable salary) ]

Where Rate B: The contribution rate applicable to the excess pensionable salary on Z% of the MPE determined by the CARRA during the actuarial valuation;

Z: Equals 33 for 2012, 31 for 2013, 29 for 2014, 27 for 2015 and 25 for 2016;

Factor: A factor calculated annually by the CARRA so that the contributions paid by the contributors whose pensionable salary is below the MPE are essentially the same as when the current contribution formula is used (point A)

**ADMENDMENTS TO THE LETTER OF INTENT CONCERNING  
THE GOVERNMENT AND PUBLIC EMPLOYEE RETIREMENT PLAN  
SIGNED ON JULY 9, 2010**

Under the implementation of the legislative provisions arising out of the signature of the letter of intent, two amendments are made to this letter.

The first component deals with the elimination of a situation where a participant could not reach 38 credited years of service. Indeed, considering the administrative impact of differentiating the long-term salary insurance benefits from the short-term ones, the saving clause to the effect that "An individual who receives a long term salary insurance benefit cannot accumulate beyond 35 creditable years used for calculating pensions" is deleted.

The second component is to specify more clearly the objective of the parties concerning the elimination of recognized service in the form of pension credits. The wording should be as follows:

"As of January 1, 2011, the possibility of having prior service recognized in the form of pension credits with the RREGOP, RRE and RRF is abolished."



**APPENDIX O****REVIEW OF THE LIST OF ARBITRATORS**

The parties agree to review the list of arbitrators under clause 9-2.03 b) within 30 days of the date of signature of the Agreement.

Between the date of the coming into force of the Agreement and the reaching of an agreement between the parties to review the list, the list included in the Agreement shall apply. However, the individuals whose name appear in clause 9-2.03 b) of the 2005-2010 Provisions binding and who could act as arbitrators until March 30, 2010 shall only be appointed by the records office upon agreement from the representatives of the provincial parties.

**LETTER OF AGREEMENT # 1      INTERPRETATION OF THE EXPRESSION "WHERE APPLICABLE" WHEN USED IN CONJUNCTION WITH THE ROLE OF THE EDUCATION COMMITTEE**

The parties agree that the expression "where applicable" when used in conjunction with the role of Education Committee in the selection or assignment of professionals refers to the positions held, in one of the localities of Nunavik, by a professional who is working directly with students of the youth, adult or vocational education sectors.

**LETTER OF AGREEMENT # 2      INTEGRATION OF AGREEMENTS AND REGULATIONS  
OF PROVINCIAL COMMITTEES**

The parties agree to integrate into the Agreement, where applicable, any agreement or regulation emanating from the work of the provincial committees formed to study the problems related to salary relativity and pay equity.

As well, any changes to the group plans which could affect the application of the Agreement shall be integrated as of the date of their coming into force.

**LETTER OF AGREEMENT # 3**

**INTEGRATION OF AGREEMENTS CONCLUDED AT THE  
PROVINCIAL LEVEL**

For the duration of the Agreement, the parties agree to study any agreement to be concluded in the public and parapublic sectors applicable to the professionals of school boards.

**LETTER OF AGREEMENT # 4      FAMILY RESPONSIBILITIES**

The CSQ negotiating union group, on the one hand, and the Government of Québec represented by the Conseil du trésor, on the other hand, recognize herein, the close relationship between family and work. In this respect, the parties agree to take into account family and work responsibilities in the organization of work.

For this purpose, the parties shall encourage the regional, local or sectorial parties, as the case may be, to strike a better balance between parental and family responsibilities and work-related responsibilities in determining the working conditions and their application.