

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 Association des employés du
Nord québécois (AENQ) represented by its bargaining agent, the
Fédération du personnel de soutien scolaire (FPSS)**

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

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

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

1-1.00 OBJECTIVE OF THE AGREEMENT

1-1.01

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

1-2.00 DEFINITIONS

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

1-2.01 Seniority

Seniority defined in article 8-1.00.

1-2.02 Fiscal Year

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

1-2.03 Regular Work Year

Product of the regular workweek multiplied by fifty-two (52) weeks.

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

Person registered as a beneficiary under paragraphs 3.2.4 to 3.2.6 of the James Bay and Northern Quebec Agreement.

1-2.05 Provincial Placement Bureau

Placement bureau composed of the Fédération des commissions scolaires du Québec and the Ministère de l'Éducation.

1-2.06 Regional Placement Bureau

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

1-2.07 Centrale

The Centrale des syndicats du Québec (CSQ).

1-2.08 Class of Employment

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

1-2.09 Classification

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

1-2.10 Board

The Kativik School Board.

1-2.11 Spouse

Spouse means persons:

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

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

1-2.12 Agreement

This agreement.

1-2.13 James Bay and Northern Québec Agreement

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

1-2.14 Management Committee (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).

1-2.15 Regional Office

One of the regional offices listed in Appendix XXI.

1-2.16 Fédération

The Fédération des commissions scolaires du Québec (FCSQ).

1-2.17 Grievance

Any disagreement regarding the interpretation or application of the agreement.

1-2.18 Disagreement

Any dissension between the parties other than a grievance defined in the agreement and other than a dispute defined in the Labour Code.

1-2.19 Ministère

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

1-2.20 Transfer

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

1-2.21 Nunavik

The territory served by the Board, that is, the Inuit communities of Northern Québec situated north of the 55th parallel, including the community of Kuujuaaraapik.

1-2.22 Negotiating Parties

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

1-2.23 Probation Period

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

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

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

This clause shall apply subject to subparagraph f) of paragraph B) of clause 2-1.01.

1-2.24 Classification Plan

The Classification Plan developed by the Fédération and the Ministère, after consultation with the negotiating union group at the provincial level, for the categories of "Technical and Paratechnical, Administrative, and Labour Support" positions, February 7, 2011 edition, and any amendment or new class of employment added during the term of the agreement.

1-2.25 Position

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

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

1-2.26 Full-time Position

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

Notwithstanding the preceding paragraph, a periodic position shall be full time only if the number of hours of active service in the position is equal to or greater than seventy-five percent (75%) of the number of hours of the regular work year.

1-2.27 Part-time Position

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

Notwithstanding the preceding paragraph, a periodic position in which the number of hours of active service in the position is less than seventy-five percent (75%) of the regular work year is a part-time position.

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

1-2.28 Specific Position

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

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

The position cannot exceed twenty-four (24) months. If the position is renewed beyond the twenty-four (24) months, the Board shall transform it into a position within the meaning of clause 1-2.25 and the employee concerned becomes the incumbent of the newly created position with all the rights and benefits recognized under article 7-1.00 and clause 1-2.34 retroactively to the beginning of the thirteenth (13th) month of his or her assignment or hiring for the project unless he or she prefers to return to his or her original position if he or she is a regular employee.

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

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

1-2.29 Periodic Position

Position in which the annual work period is between six (6) and eleven (11) consecutive months. A periodic position is either full time or part time. A part-time position must at least correspond to the equivalent of a full-time position of four (4) months.

The workload and the vacation inherent to a periodic position must be included in its duration. Thus, the employee cannot occupy his or her position beyond the determined period. A temporary employee cannot be hired so as to extend the duration of the position.

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

1-2.30 Promotion

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

1-2.31 Demotion

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

1-2.32 Employee

The terms "employee", "employees" and "any employee", whether singular or plural, signify and include the employees defined hereinafter and to whom one or several provisions of the agreement apply under article 2-1.00.

1-2.33 Probationary Employee

An employee who has been hired but who has not completed the probation period prescribed in clause 1-2.23 in order to become a regular employee.

1-2.34 Tenured Employee

A regular employee who has completed two (2) full years of active service with the Board in a full-time position, covered or not by the certificate of accreditation, since his or her engagement by the Board.

Any disability leave covered by the salary insurance plan, any disability leave due to a work accident or an employment injury, as long as the employee concerned receives benefits for the disabilities under the agreement, shall constitute active service for the purpose of acquiring tenure, notwithstanding clause 1-2.40.

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

1-2.35 Regular Employee

- A) an employee who has completed the probation period prescribed in clause 1-2.23;
- B) an employee who, in the service of the Board or the school board or school boards (institutions) to which the Board is the successor, had acquired the status of regular employee or the equivalent.

1-2.36 Temporary Employee

- A) An employee who is hired to perform particular work in the event of a temporary increase in workload or an unforeseen event for a maximum period of four (4) months, unless there is a written agreement with the Union.
- B) A substitute employee defined in clause 1-2.37.
- C) An employee hired as such to perform a permanently vacant or newly created position from the time when it becomes vacant to the time when it is filled permanently.
- D) A temporary employee hired as such to fill a specific position.

1-2.37 Substitute Employee

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

1-2.38 Education Sector

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

1-2.39 Public and Parapublic Sectors

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

1-2.40 Active Service

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

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

1-2.41 Union

The Association des employés du Nord québécois.

1-2.42 Salary

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

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

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

1-3.02

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

1-4.00 PSYCHOLOGICAL HARASSMENT**1-4.01**

All employees 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).

1-4.02

The Board shall use all reasonable means to prevent harassment and to stop any such conduct brought to its attention.

1-4.03

The employee who claims he or she is being harassed may refer to the Board to try to find a solution to his or her allegations.

The process and mechanisms prescribed in the Board's policy shall be applied in order to follow up on these allegations. During a meeting with the employer, for the purposes of this clause, a union representative may accompany the employee, if the latter so wishes.

1-4.04

The names of persons involved and the circumstances relating to the meeting prescribed in clause 1-4.03 and to the grievance that may arise must be treated in a confidential manner.

1-4.05

Any grievance regarding psychological harassment 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.

1-4.06

A grievance dealing with psychological harassment shall be given hearing priority.

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

If the Board decides to set up an equal opportunity program, other than a program prescribed in clause 1-3.02, it shall consult the Union through the Labour Relations Committee.

1-5.02

Consultation shall focus on the following:

- a) the possibility of setting up an equal opportunity advisory committee for all categories of employees, it being understood that only one equal opportunity committee may exist at the Board and the Union shall name its representatives to the committee.

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

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

1-5.03

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

1-5.04

In order to be valid, any equal opportunity measure which has the effect of subtracting from, modifying or adding to a provision of the agreement must be the subject of a written agreement under clause 2-2.04.

1-5.05

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

CHAPTER 2-0.00 FIELD OF APPLICATION AND RECOGNITION

2-1.00 FIELD OF APPLICATION

2-1.01

The agreement shall apply to all the employees, defined as such in the Labour Code, who are covered by the certificate of accreditation, subject to the following partial applications:

A) Probationary Employees

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

B) Temporary Employees

- a) The temporary employee shall be entitled only to the benefits of the agreement as regards the following clauses or articles:

1-1.01	Objective of the Agreement
1-2.00	The following definitions shall apply to his or her status: 1-2.02, 1-2.07, 1-2.08, 1-2.09, 1-2.10, 1-2.11, 1-2.12, 1-2.15, 1-2.16, 1-2.17, 1-2.18, 1-2.19, 1-2.22, 1-2.24, 1-2.25, 1-2.28, 1-2.32, 1-2.36, 1-2.37, 1-2.38, 1-2.39, 1-2.41, 1-2.42
1-3.00	Respect for Human Rights and Freedoms
1-4.00	Psychological Harassment
2-2.00	Recognition
3-4.00	Posting and Distribution
3-5.00	Union Meetings and Use of Board Premises for Union Purposes
3-6.00	Union Dues
3-7.00	Union Security
3-8.00	Documentation
4-1.00	Labour Relations Committee
4-2.00	Information
5-2.00	Paid Legal Holidays (provided that he or she has worked ten (10) days since his or her hiring prior to the paid legal holiday)
5-8.00	Civil Responsibility
6-1.00	Classification Rules
6-2.00	Determination of Step
6-3.00	Salary
6-4.00	Travel Expenses
6-5.00	Premiums
6-6.00	Regional Disparities: only clauses 6-6.01 to 6-6.06 shall apply
6-7.00	Payment of Salary
7-1.03	Procedure for Filling a Permanently Vacant or Newly Created Position
7-1.24	Procedure for Filling a Specific Position
8-2.00	Workweek and Working Hours
8-3.00	Overtime
8-5.00	Health and Safety
8-6.00	Clothing and Uniforms
10-1.00	Printing of the Agreement
10-2.00	Appendices
10-3.00	Interpretation of Texts
10-4.00	Coming into Force of the Agreement
Appendix I	Hourly Salary Rates and Scales

- b) The temporary employee hired for a specific position or for a predetermined period of over six (6) months and the employee who has worked at least six (6) months since his or her hiring or in the context of several immediately consecutive hirings¹ shall also be entitled to the following clauses or articles:

3-3.00	Union Leaves: only clauses 3-3.03 to 3-3.08 shall apply
5-1.00	Special Leaves and Leaves for Family or Parental Reasons
5-3.00	Life, Health and Salary Insurance Plans (with the exception of paragraph B) of clause 5-3.32)
5-4.00	Parental Rights (according to the terms and conditions prescribed in Appendix XIV of the agreement)
5-6.00	Vacation
5-7.02 A)	Organizational Professional Improvement
5-7.02 B)	Occupational Professional Improvement
7-8.00	Work Accidents and Occupational Diseases (with the exception of paragraphs C) and D) of clause 7-8.03 and clauses 7-8.14 to 7-8.24)

The calculation of the six (6)-month period is interrupted during a cyclical layoff prescribed in article 7-2.00 and resumes after that period.

- c) The temporary employee whose period of employment exceeds the period determined in paragraph A) of clause 1-2.36 or, where applicable, exceeds the period agreed to with the Union in the context of paragraph A) of this clause shall obtain the status of regular employee.
- d) The Board may hire a substitute employee to replace an absent employee for the duration of the absence; the substitute employee shall be dismissed upon the return of the employee whom he or she replaced or if the position becomes permanently vacant or is abolished.
- e) The fact that a temporary employee does not hold a position shall not exempt him or her from the application of paragraph C) of this clause when he or she is required to hold a part-time position.
- f) In the case where the substitute employee obtains, under article 7-1.00, the position of the employee he or she replaced without any interruption between the time of the replacement and the time when the position became permanently vacant, the probation period to become a regular employee shall be reduced by half if the time worked during the replacement period for the position is equal to at least fifty percent (50%) of the probation period referred to in clause 1-2.23.
- g) The employee referred to in clauses 7-1.15 and 7-1.18 to 7-1.23 shall be entitled to the rights and benefits prescribed therein.
- h) The temporary employee shall also be entitled to the grievance and arbitration procedure if he or she feels wronged with respect to the rights recognized under paragraph B).

C) Employees in a Part-time Position

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

¹ Saturdays, Sundays, paid legal holidays, pedagogical days, the summer shutdown prescribed in paragraph A) of clause 5-6.05, the period of cyclical slowdown of activities, a shutdown related to the Inuit culture, notably, funerals in the community, any day of shutdown approved by the competent authority and any interruption of five (5) working days or less shall not constitute a work interruption.

However, an employee who does not benefit from the following provisions, a single interruption of five (5) days or less may be counted so as to benefit from those provisions.

D) Employees Working Within the Framework of Adult Education Courses

Employees shall be entitled to the provisions of Appendix XX.

E) Cafeteria Employees and Student Supervisors Working 10 Hours or Less a Week

Employees shall be entitled to the provisions of Appendix XX.

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

Employees shall be entitled to the provisions of Appendix XX.

2-1.02

Subject to the use of the services of a support employee in surplus or a member of the support staff covered or not by the agreement, a person receiving a salary from the Board to whom the agreement does not apply shall not normally perform the duties of an employee governed by the agreement.

2-1.03

Using the services of a person who does not receive a salary from the Board cannot have the effect of reducing the number of hours or abolishing a regular employee's position.

2-2.00 RECOGNITION**2-2.01**

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

2-2.02

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

2-2.03

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

2-2.04

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

2-2.05

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

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

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

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

The Union may appoint one (1) employee per establishment¹ as a union delegate whose duties shall consist in meeting with any employee of the same establishment who has a problem regarding his or her working conditions which may give rise to a grievance and to accompany the employee to the meeting with his or her immediate superior, as prescribed in clause 9-1.01.

3-1.02

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

3-1.03

The request for the leave prescribed in clause 3-1.02 must indicate the probable duration of the absence of the delegate and the employee concerned.

3-1.04

The Union may also appoint, from among the employees, a substitute for each union delegate, whose functions, when he or she replaces the delegate, shall be those of the union delegate.

Union Representative**3-1.05**

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

3-1.06

The duties of the union representative shall consist in assisting an employee, at the time of the formulation of a grievance, to obtain, where applicable, the information necessary for the meeting prescribed in paragraph a) of clause 9-1.03, to represent an employee during that meeting as well as to represent the employees on the Labour Relations Committee.

However, the union representatives on the Labour Relations Committee may be employees other than those designated in clause 3-1.05.

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

¹ For the purposes of this article, "establishment" means all buildings of a same locality where employees are assigned. However, the buildings dedicated to the administration of the School Board, the schools and the vocational training centres respectively constitute separate establishments.

3-1.07

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

3-1.08

Within fifteen (15) days of their appointment, the Union shall inform the Board of the names of its delegates and representatives. Subsequently, the Union shall inform the Board of any change.

3-1.09

Nothing in the agreement shall prevent the union representative from being accompanied by a union adviser in his or her dealings with the Board, or its representatives in the context of clause 3-1.06. In these cases, barring uncontrollable circumstances or an agreement to the contrary between the Department of Human Resources and the Union, the Board must be advised in writing of the presence of the union adviser at least two (2) working days before the meeting.

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

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

3-2.02

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

3-2.03

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

3-2.04

In order to benefit from clause 3-2.01 or 3-2.02, the union representative must give a prior notice to his or her immediate superior. Barring uncontrollable circumstances and except for meetings of the Labour Relations Committee, the notice shall be in writing and must be given two (2) working days before the beginning of the absence. After having notified the immediate superior, the Union must forward a written notice to the same effect to the Department of Human Resources within five (5) days of the notice given to the immediate superior. This last obligation shall not apply to meetings of the Labour Relations Committee. The written notice must state that the absence is required under this clause and must specify the reason for the absence.

3-2.05

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

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

At the Union's written request sent to the personnel department of the Board at least fifteen (15) days in advance, the Board shall release an employee for full-time union activities for an uninterrupted period varying from one (1) to twelve (12) months, renewable according to the same procedure. In this case, the exact duration of the leave must be determined beforehand by the Union which shall so inform the Board.

At the Union's written request sent to the personnel department of the Board at least fifteen (15) days in advance, the Board shall release an employee for union activities on a part-time basis for an uninterrupted period of one (1) to twelve (12) months, subject to the terms and conditions to be agreed between the Board and the Union. In this case, the exact duration of the leave must be determined beforehand by the Union which shall so inform the Board.

3-3.02

The employee or the Union must inform the personnel department at least thirty (30) days before he or she returns to work. Upon his or her return to work, the employee shall resume the position he or she held prior to his or her departure, subject to article 7-3.00. In the case of an extension of a twelve (12)-month leave and, subject to article 7-3.00, the employee shall resume his or her position.

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

3-3.03

At the Union's written request, the Board shall release an employee for internal union activities. Such request must be submitted to the Human Resources Department and to the immediate supervisor of the employee who is to be released on leave at least forty eight (48) hours before the start of his or her absence. However if the employee has already been released on leave for twenty (20) working days during the current fiscal year, the Board shall authorise one (1) day of absence per week or the equivalent if the needs of the department permit.

3-3.04

At the Union's written request, the Board shall release the employees identified as official delegates designated by the Union to attend the various official meetings of the union executive. Such request must be submitted to the Human Resources Department and to the immediate supervisor of the employees who are to be released at least forty eight (48) hours before the start of their absence.

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

3-3.05

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

3-3.06

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

3-3.07

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

3-3.08

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

3-4.00 POSTING AND DISTRIBUTION**3-4.01**

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

3-4.02

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

3-4.03

The Union may distribute any document of a union or professional nature to each employee in the workplace but outside of working hours.

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

3-4.04

The Union may avail itself of the internal mail and/or electronic mail service already set up by the Board within its territory. This service shall be free of charge to the Union as long as the use of the service by the Union does not entail additional costs to the Board; if it does, the Union must pay the Board the additional costs incurred by its use of the internal mail service. The Union shall respect the deadlines and procedures of the service.

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

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

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

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

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

3-5.01

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

3-5.02

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

3-5.03

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

3-5.04

At the Union's written request, the Board shall provide free of charge, if available, a suitable room in one of its buildings for union meetings involving the members of the bargaining unit. The Board must receive the request forty-eight (48) hours in advance. It shall be the union's responsibility to see that the room used is left in the condition in which it was found.

3-5.05

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

The Board may withdraw, for administrative or pedagogical needs, the use of such a room by the Union, upon a fifteen (15)-day notice to the Union by the Board. In this case, the Board shall provide another available room, if any, according to the terms and conditions agreed between the Board and the Union.

3-6.00 UNION DUES

3-6.01

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

3-6.02

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

3-6.03

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

3-6.04

Each month, the Board shall forward to the Union or to a representative designated by it, the dues collected during the preceding month as well as the list of the contributing employees' names and shall indicate for each of them the total salary paid and the amount deducted as union dues. The Board and the Union may agree that the Board provide other information related to the deduction of dues.

3-6.05

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

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

The employees who are members of the Union on the date of the coming into force of the agreement and those who become members thereafter must so remain, subject to clause 3-7.03.

3-7.02

The employee who is hired after the date of the coming into force of the agreement must become a member of the Union, subject to clause 3-7.03.

3-7.03

The fact that an employee is refused, resigns or is expelled from the Union shall not affect his or her employment ties with the Board.

3-7.04

For the purposes of applying this article, the Board shall give to the employee hired after the date of the coming into force of the agreement an application form for membership in the Union which the Union shall provide the Board.

The Board shall forward the application form duly completed by the employee within fifteen (15) days of his or her hiring.

3-8.00 DOCUMENTATION**3-8.01**

No later than October 31 of each fiscal year, Board shall forward to the Union the complete list, in alphabetical order, of all the employees covered by the agreement stating for each of them: name and surname, status (on probation, regular, permanent or temporary), the name of the department, position held, classification, salary, premiums to which he or she is entitled, where applicable, date of birth, home address, telephone number and social insurance number, as provided to the Board, as well as any other information previously provided.

The Board may agree with the Union to provide it with any other additional information, particularly overtime.

3-8.02

The Board shall forward to the Union, as soon as they are published, a copy of the documents dealing with the application of the agreement that concerns a group of employees or all the employees to whom the agreement applies.

3-8.03

The Board shall forward to the Union, as soon as they are published, a copy of the minutes of the meetings of the commissioners at the same time as it forwards them to the Education Committees in each community.

3-8.04

No later than thirty (30) days after an employee is hired, the Board shall forward to the Union the union membership form provided in clause 3-7.04. The Board shall not be required to keep a copy of the form in its files.

3-8.05

The Union shall forward to the Board, within fifteen (15) days of their appointment, the name of its union representatives and shall then inform it of any change within the same time limit.

3-8.06

At least once every fiscal year, the Board shall inform employees regarding the policies and major orientations that concern them.

3-8.07

Within sixty (60) days following the date of coming into force of this agreement, the Board shall forward to the Union a copy of the existing organisational structure.

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

4-1.00 LABOUR RELATIONS COMMITTEE

4-1.01

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

4-1.02

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

4-1.03

The committee shall establish its rules of procedure and shall determine the frequency of its meetings. The meetings of the committee shall be held at the workplace.

4-1.04

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

If the Union submits a request for consultation to the Board on a given matter, the Board shall proceed with its consultation before a decision is made. This provision cannot have the effect of negating the Board's obligation to consult as provided for elsewhere in the agreement.

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

4-1.05

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

**4-2.00 PARTICIPATION IN THE ADVISORY PARITY COMMITTEE FOR STUDENTS WITH HANDICAPS,
SOCIAL MALADJUSTMENT OR LEARNING DISABILITIES (KATIVIK)**

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

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

A special education technician or an interpreter-technician shall take part in the meetings of the Standing Local Committee (Students with Handicaps, Social Maladjustment or Learning Disabilities) when a student for whom he or she is responsible is specifically mentioned on the agenda, notably when establishing or revising the individualized education plan.

Any other employee concerned can take part in these meetings upon invitation from management.

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

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

- A) his or her marriage or civil union: seven (7) consecutive days, working days or not, including the day of the event;
- B) the marriage or civil union of his or her father, mother, brother, sister, child: the day of the event;
- C) the death of his or her spouse, child, spouse's child living with the employee: seven (7) consecutive days, working days or not, including the day of the funeral; under this paragraph, the term spouse shall have the same meaning as in clause 5-3.02;
- D) the death of his or her father, mother, brother, sister: five (5) consecutive days, working days or not, including the day of the funeral;
- E) the death of his or her father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, granddaughter, grandson: three (3) consecutive days, working days or not, including the day of the funeral. However, the leave shall be extended to five (5) days if, at the time of death, the grandfather or grandmother was residing permanently with the employee assigned in Nunavik;
- F) moving: the day of the move; however, an employee shall not be entitled to more than one (1) day of leave per year for this purpose;
- G) a maximum of three (3) working days to cover all the following fortuitous events: disaster, fire, flood and any other fortuitous of the same nature which obliges an employee to be absent from work.

The Board shall agree to grant permission to the employee, within the three (3)-working day maximum, to be absent for the following reasons:

- his or her appointment with a health specialist, his or her spouses or dependent child's appointment after having used the days of his or her annual bank of sick-leave days;
- his or her presence is required to fulfill obligations relating to the health, safety or education of his or her child or spouses child after having used the days of his or her annual bank of sick-leave days;
- the illness or accident suffered by a member of his or her extended family after having used the days of his or her annual bank of sick-leave days;
- the death of a member of his or her extended family;
- or for any other reason agreed between the Board and the Union which obliges the employee to be absent from work.

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

5-1.02

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

The Board shall take into account any problem encountered by an employee to reach the location of the event and to return to his or her point of assignment.

In the cases prescribed in subparagraphs C), D) and E) of clause 5-1.01, if the funeral takes place in one of the Inuit communities and if the employee is delayed while travelling to and from the community due to transportation problems beyond his or her control, the Board shall extend his or her leave for up to two (2) days in order to allow him or her to travel to and from the community.

Moreover, if in the cases referred to in subparagraphs C), D) and E) of clause 5-1.01, the deceased is cremated or buried, the employee may avail himself or herself of the following option:

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

5-1.03

In all cases, the employee must notify his or her immediate superior (except for fortuitous events) and produce, upon written request, the proof, whenever possible, of the attestation of these facts.

5-1.04

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

5-1.05

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

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

5-1.06

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

5-1.07

Within forty-five (45) days of the coming into force of the agreement, the Board shall establish, after consulting the Labour Relations Committee, a policy applicable to all categories of personnel concerning the closing of one or several establishments during inclement weather.

In keeping with the preceding provisions, the Board shall ensure that all groups of employees in one or several establishments are treated in an equitable and comparable manner.

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

Leaves for Family or Parental Reasons**5-1.08**

The employee may be absent from work, without salary, for up to a maximum of ten (10) days each year to fulfill his or her obligations related to the care, health or education of his or her child, or of the child of his or her spouse, or due to the state of the health of his or her spouse, father, mother, brother, sister or one of his or her grandparents.

These days of absence may be divided into half-days with the Board's consent.

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

The days so taken shall be deducted from the employee's annual bank of sick-leave days provided for in clause 5-3.40 A), up to a maximum of six (6) days.

This clause cannot result in granting an employee a number of days of absence higher than ten (10) a year in accordance with section 79.7 of the Act respecting labour standards (R.S.Q., c. N-1.1) and the agreement.

5-1.09

- A) The employee shall be entitled to a leave of absence without salary for the reasons referred to in sections 79.8 to 79.12 of the Act respecting labour standards and in accordance with sections 79.13 to 79.16 of said Act.
- B) The employee must inform the Board of the reason for the leave as soon as possible and provide proof to justify a leave.
- C) During the leave of absence without salary provided for under paragraph A), the employee shall accumulate seniority, experience and shall continue to participate in the applicable basic health insurance plan by paying his or her share of the premiums. The employee may continue to participate in the other applicable complementary insurance plans by so requesting at the beginning of the leave and by paying the total amount of the premiums, plus tax, where applicable.
- D) Upon the termination of the leave of absence without salary provided for under paragraph A), the employee shall be reinstated in his or her position or, when applicable, in a position he or she would have obtained in accordance with the provisions of the agreement. If the position has been abolished, or in the event of a displacement, the employee shall be entitled to the benefits he or she would have received had he or she been at work.

Similarly, an employee who is returning from such leave and who does not have a position shall be reinstated in the assignment he or she had at the time of departure if the expected duration of this assignment exceeds the end of the leave. If the assignment has ended, the employee shall be entitled to any other assignment in accordance with the provisions of the agreement.

5-2.00 PAID LEGAL HOLIDAYS

5-2.01

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

Employees who hold part-time positions shall be entitled to the paid legal holidays proportionately to their regular workweek compared to the duration of the regular workweek. The Board and the Union shall agree on the terms and conditions for applying this paragraph.

5-2.02

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

- | | |
|---------------------------|--------------------|
| - New Year's Day | - Labour Day |
| - January 2 | - Thanksgiving Day |
| - Good Friday | - Christmas Eve |
| - Easter Monday | - Christmas Day |
| - Monday preceding May 25 | - Boxing Day |
| - Fête nationale | - New Year's Eve |
| - Canada Day | |

5-2.03

If a paid legal holiday falls on a Saturday or a Sunday, the day off shall be rescheduled, after agreement, for a day suitable to the Board and the Union.

Subject to legal provisions to the contrary and failing agreement, the day off shall be rescheduled for the preceding working day if the paid legal holiday falls on a Saturday or the following working day if the paid legal holiday falls on a Sunday.

5-2.04

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

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

5-2.05

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

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

5-2.06

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

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

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

- A) the employee who holds a full-time position as of the coming into force of the plans described hereinafter, if he or she is in service on that date, if not, as of the date of assumption of his or her duties at the Board; the Board shall pay its full contribution for the employee;
- B) the employee who holds a part-time position as of the coming into force of the plans described hereinafter, if he or she is in service on that date, if not, as of the date of assumption of his or her duties at the Board; in such cases, the Board shall pay half of the contribution which would be payable for an employee as prescribed in paragraph A) above, the employee paying the balance of the Board's contribution in addition to his or her own contribution;
- C) the temporary employee as defined in subparagraph b) of paragraph B) of clause 2-1.01.

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

5-3.02

For the purposes of this article, the word "dependent" means the employee's spouse or dependent child. A dependent child is defined as follows: a child of the employee, of his or her spouse or of both or a child living with the employee for whom adoption procedures have been undertaken, unmarried or not related by civil union and living or domiciled in Canada, who depends on the employee for his or her financial support and is under eighteen (18) years of age; or who is twenty-five (25) years of age or younger and is a duly registered student attending, on a full-time basis, a recognized institution of learning, or a child of any age who became totally disabled before reaching his or her eighteenth (18th) birthday or before reaching his or her twenty-sixth (26th) birthday if he or she was a student attending a recognized learning institution on a full-time basis and has remained continuously disabled ever since.

5-3.03

The word "disability" means any state of incapacity resulting from an illness, including a surgical procedure directly related to family planning, an accident subject to article 7-8.00, an absence prescribed in clause 5-4.20 or 5-4.21, or an absence for purposes of organ or bone marrow donation which requires medical care and which renders the employee totally unable to perform the usual duties of his or her position or of any other similar position calling for comparable remuneration which may be offered to him or her by the Board.

5-3.04

"Period of disability" means any continuous period of disability or any series of successive periods of disability separated by less than thirty-two (32)¹ days of actual full-time work or availability for full-time work, unless the employee establishes in a satisfactory manner that a subsequent period of disability is due to an illness or accident in no way related to the cause of the preceding disability.

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

5-3.05

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

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

A2 5-3.06

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

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

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

A2 5-3.07

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

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

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

5-3.08

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

Insurance Committee of the Centrale**5-3.09**

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

5-3.10

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

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

5-3.11

The insurer selected for all plans, including the general group insurance plans (FAMR)¹ prescribed in paragraph D) of clause 5-3.21, must have its head office in Québec and must be a single insurer or a group of insurers acting as a single insurer. For the purpose of selecting an insurer, the Insurance Committee of the Centrale 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.

5-3.12

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

5-3.13

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

5-3.14

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

5-3.15

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

5-3.16

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

5-3.17

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

The balance of funds shall be used by the committee to 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 a period of four (4) months and it must either be effective as of January 1 or end on December 31. The waiver must be preceded by a notice of at least sixty (60) days to the Board.

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

¹ (FAMR): Fire, Accident and Miscellaneous Risk

5-3.18

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

Intervention of the Board**5-3.19**

- A) The Board shall facilitate the implementation and application of the group personal insurance plans, in particular, by:
- a) informing new employees;
 - b) registering new employees;
 - 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 employees with the forms required for participation in the plan, claims and benefits or other forms supplied by the insurer;
 - f) conveying information normally required of the employer by the insurer for settling certain compensations;
 - g) forwarding to the insurer the names of employees who have indicated to the Board that they intend to retire.
- B) In the case of the general group insurance (FAMR)¹ prescribed in paragraph D) of clause 5-3.21, the Board shall forward the deducted premiums to the insurer only.

5-3.20

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

Complementary Insurance Plans to Which the Board Does not Contribute**5-3.21**

- A) The Insurance Committee of the Centrale shall determine the provisions of no more than three (3) complementary personal insurance plans. The cost of these plans shall be borne entirely by the participants.
- B) Every policy must include among others the following stipulations:
- 1) the provisions of paragraphs B) to L) of clause 5-3.31;

¹ (FAMR): Fire, Accident and Miscellaneous Risk

- 2) the participation of a new employee eligible for a complementary plan shall take effect within thirty (30) days of the request if it is made within thirty (30) days of the date on which the employee assumes his or her duties;
- 3) if the request is made thirty (30) days after the date on which the employee assumes his or her duties, the participation of a new employee eligible for a complementary plan shall take effect on the first day of the complete pay period following the date on which the Board received the notice of acceptance from the insurer.

- A2** C) In the case of boards which have, on the date of the coming into force of the agreement, optional complementary personal insurance plans other than those established by the Centrale, the following provisions shall apply:
- 1) the personal insurance policies and the resulting administrative measures for boards are maintained;
 - 2) any modification to any one of the plans or policies must be made under the provisions concerning the provincial complementary plans by adapting them accordingly;
 - 3) the Union may choose to replace all the existing local plans by the provincial complementary plans; in this case, a notice of modification must be forwarded to the Board at least sixty (60) days before it comes into force.

D) General Group Insurance (FAMR)¹

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

The employees referred to in clause 5-3.01 may benefit from payroll deduction of the insurance premiums for these plans.

Only paragraph K) of clause 5-3.31 shall apply to the general group insurance plans (FAMR).

Life Insurance Plan

5-3.22

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

5-3.23

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

Basic Health Insurance Plan

5-3.24

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

5-3.25

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

¹ (FAMR): Fire, Accident and Miscellaneous Risk

5-3.26

The Board's contribution to the basic health insurance plan on behalf of each employee 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: one hundred and three dollars and ninety-five cents (\$103.95) per year plus taxes on this amount, where applicable;
- B) in the case of an individually insured participant: forty-one dollars and sixty cents (\$41.60) per year plus taxes on this amount, where applicable;
- C) an amount equal to twice the contribution paid by the participant himself or herself for the benefits provided by the basic health insurance plan;
- D) the contribution of the Board to the health insurance plan shall be paid to the insurer every year in two (2) installments:
 - a) the first installment covers the period from January 1 to June 30 and shall be determined by the insurer for all employees concerned during the pay period which includes April 1 and for whom this contribution must be made; this installment represents fifty percent (50%) of the Board's contribution;
 - b) the second installment covers the period from July 1 to December 31 and shall be determined by the insurer for all employees concerned during the pay period which includes November 1 and for whom this contribution must be made; this installment represents fifty percent (50%) of the Board's contribution.

5-3.27

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

5-3.28

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

5-3.29

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

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

Notwithstanding clause 5-3.01, the employee on leave without salary for twenty-eight (28) days or less shall remain covered by the plan. When the employee returns to work, the insurer shall adjust his or her premiums to take into account all the premiums required including the Board's share during his or her leave.

Notwithstanding clause 5-3.01, the employee on leave without salary for over twenty-eight (28) days shall remain covered by the plan. The insurer shall claim directly the entire amount of the premiums due including the Board's share.

5-3.30

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

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

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

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

5-3.31

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

- A) a specific provision with regard to the premium reduction which shall be allowed in the event that drugs prescribed by a physician are no longer considered admissible expenses under the health insurance plan;
- B) a guarantee that neither the factors of the retention formula nor the rates according to which the premiums are calculated may be increased prior to January 1 following the end of the first full policy year, nor more often than every January 1 thereafter;
- C) the excess of premiums over benefits or reimbursements paid to the insured persons must be reimbursed by the insurer as dividends or rebates, after deduction of the agreed amount according to the predetermined retention formula;
- D) the premium for a pay period shall be computed on the basis of the rate applicable to the participant on the first day of that period;
- E) no premium shall be payable for a pay period on the first day of which the employee is not a participant; also, the premium shall be payable in full for a pay period during which the employee ceases to be a participant;
- F) the insurer must also forward to the Ministère and the Fédération a copy of every notice of a general nature sent to the boards or the insured;
- G) the insurer shall be responsible for the keeping of files, analyses and claim settlements;
- H) the insurer shall provide the Insurance Committee of the Centrale with a detailed statement of all operations carried out under the policy as well as the reports, various statistics and any information which may be required to test the accuracy of the retention calculation;
- I) any change in coverage and in the resulting deduction at source for an employee already in the employ of the Board, following either the birth or the adoption of a first child, or a change in status, shall come into force on the date of the event if the application is made to the insurer within thirty (30) days of the event. Should a change in the health insurance coverage be made after thirty (30) days following the event, the change shall take effect on the first day of the pay period following the date of receipt of the application by the insurer;
- J) if it is accepted by the insurer, any other modification concerning the coverage and the resulting deduction at source for any employee already in the employ of the Board shall take effect on the first day of the complete pay period following the date on which the Board received the notice of acceptance from the insurer;

- K) the insurer shall determine the total amount of the employee's premium for each pay period and shall forward to the Board by computerized listing the total amount it deducts from each employees pays;
- L) the definitions of spouse and dependent child are identical to those of clauses 1-2.11 and 5-3.02 of the agreement.

Salary Insurance Plan

5-3.32

- A) In accordance with the provisions of this article, and subject to article 7-8.00, for every period of disability during which an employee is absent from work, he or she shall be entitled to the following:
 - a) up to the lesser of either the number of sick-leave days accumulated to his or her credit or five (5) working days: the payment of a benefit equal to the salary he or she would receive if he or she were at work;
 - b) upon termination of the payment of the benefit prescribed in paragraph a), if applicable, but in no event before the expiry of a waiting period of five (5) working days from the beginning of the period of disability and for a period of up to fifty-two (52) weeks from the beginning of the period of disability: the payment of a benefit equal to eighty-five percent (85%) of the salary he or she would receive if he or she were at work;
 - c) upon the expiry of the above-mentioned period of fifty-two (52) weeks and for a further period of up to fifty-two (52) weeks: the payment of a benefit equal to sixty-six and two-thirds percent (66 2/3%) of the salary he or she would receive if he or she were at work.

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

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

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

- B) During a disability period, the Board and the regular employee who has been absent for at least twelve (12) weeks may agree to a return to work on a gradual basis. In this case:
 - a) the Board and the employee accompanied by his or her union delegate or representative, if he or she so desires, shall establish the period during which the employee will return to work on a gradual basis, which shall not exceed twelve (12) weeks and shall determine the time during which the employee must work;
 - b) during that period, the employee is still considered on a disability leave, even if he or she is working;
 - c) while at work, the employee must be able to perform all of his or her usual duties and functions according to the proportion agreed to;
 - d) the employee must provide a medical certificate from his or her attending physician attesting that he or she may return to work on a gradual basis;
 - e) the period of gradual return to work must be immediately followed by the employee's return to work for the duration of his or her regular workweek;
 - f) the preceding provisions shall not have the effect of extending the maximum period of one hundred and four (104) weeks of benefits.

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

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

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

5-3.33

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

The Board may not dismiss an employee for the sole reason of his or her physical or mental impairment as long as the latter can receive benefits as a result of the application of clause 5-3.32 or article 7-8.00. However, the fact that an employee does not avail himself or herself of clauses 5-3.44 and 5-3.45 cannot prevent the Board from dismissing the employee.

5-3.34

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

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

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

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

Every employee who receives a disability benefit paid under a federal or provincial law, with the exception of the Employment Insurance Act must, in order to be entitled to his or her salary insurance benefits under clause 5-3.32, notify the Board of the amount of the weekly disability benefits paid to him or her. Furthermore, he or she must give his or her written authorization to the Board so that the latter may obtain all the necessary information from the organizations, in particular the SAAQ or the RRQ, which administer a disability insurance plan under which he or she receives benefits.

5-3.35

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

5-3.36

No benefit shall be paid during a strike or lockout except for a period of disability that began before and for which the employee has provided the Board with a medical certificate. If the disability began during a strike or lockout and still exists at the end of the strike or lockout, the period of disability prescribed in clause 5-3.32 begins on the date of the employee's return to work.

5-3.37

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

5-3.38

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

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

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

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

5-3.39

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

5-3.40

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

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

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

5-3.41

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

Nevertheless, if an employee has used, in accordance with this agreement, some or all of the sick-leave days that the Board credited to him or her on July 1 of one year, no claim will be made as a result of the application of this clause.

5-3.42

In the case of an employee who holds a part-time position, the value of each day credited shall be reduced in proportion to the regular hours worked in relation to the regular workweek prescribed in clause 8-2.01 or 8-2.02, as the case may be.

A2 5-3.43

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

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

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

5-3.44

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

5-3.45

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

A2 5-3.46

The sick-leave days to an employee's credit on the date of the coming into force of the agreement shall remain to his or her credit and the days used shall be deducted from the total accumulated. The sick-leave days shall be used in the following order:

- A) the redeemable days credited under clause 5-3.40 of the agreement;
- B) after having used up the days mentioned in A), the other redeemable days to the employee's credit;
- C) after having used up the days referred to in A) and B), the nonredeemable days to the employee's credit.

5-3.47

Every employee who benefits from paragraph A) of clause 5-3.40 may use, subject to the provisions of the following paragraph, up to two (2) days per year for personal business upon a notice to the Board of at least twenty-four (24) hours.

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

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

5-3.48

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

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

The maternity leave, paternity leave or adoption leave allowances shall only be paid as supplements to the parental insurance benefits or employment insurance benefits, as applicable, or in the cases stipulated hereinafter, as payments during a period of absence for which the Québec Parental Insurance Plan and the Employment Insurance Plan are not applicable.

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

In the case where the employee shares the adoption or parental benefits provided by the Québec Parental Insurance Plan and the Employment Insurance Plan with the other spouse, the allowance is paid only if the employee in fact receives a benefit from this plan during the maternity leave prescribed in clause 5-4.05, the paternity leave prescribed in clause 5-4.24, or the adoption leave prescribed in clause 5-4.35.

5-4.02

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

5-4.03

The Board shall not reimburse the employee for the amounts that might be required of him or her by the Ministre de l'Emploi et de la Solidarité sociale as a result of the application of the Act respecting parental insurance (R.S.Q., c. A-29.011).

Also, the Board shall not reimburse the employee for the amounts that might be required of him or her by Human Resources and Skills Development Canada by virtue of the Employment Insurance Act (S.C. 1996, c. 23).

The basic weekly salary¹, deferred basic weekly salary¹ and severance payments shall not be increased or decreased by the amounts received under the Québec Parental Insurance Plan or the Supplemental Employment Insurance Plan.

5-4.04

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

Section II Maternity Leave**5-4.05**

- A) The pregnant employee who is eligible for Québec parental insurance benefits shall be entitled to a maternity leave of twenty-one (21) weeks' duration which, subject to clauses 5-4.07 or 5-4.08, must be consecutive.

The pregnant employee who is eligible for employment insurance benefits shall be entitled to a maternity leave of twenty (20) weeks' duration which, subject to clauses 5-4.07 or 5-4.08, must be consecutive.

The pregnant employee who is not eligible for either Québec parental insurance benefits or employment insurance benefits shall be entitled to a maternity leave of twenty (20) weeks' duration which, subject to clause 5-4.07 or 5-4.08, must be consecutive.

- B) The employee 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 and to the allowances prescribed in clauses 5-4.12, 5-4.13 and 5-4.14, as the case may be.
- C) The residual of the maternity leave and the rights and allowances attached thereto shall be transferred to the employee whose spouse dies.
- D) In the case of miscarriage after the beginning of the twentieth (20th) week preceding the due date, the employee shall also be entitled to a maternity leave.

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

5-4.06

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

5-4.07 Interruption of the Maternity Leave

When she has sufficiently recovered from her delivery and her child must remain in the health establishment, the employee may interrupt her maternity leave by returning to work. It shall be completed when the child is brought home.

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

5-4.08 Dividing the Maternity Leave

Upon request by the employee, the maternity leave can be divided into weeks if her child is hospitalised or due to circumstances other than an illness related to her pregnancy and referred to in sections 79.1 and 79.8 to 79.12 of the Act respecting Labour Standards (R.S.Q., c. N-1.1).

The maximum number of weeks during which a maternity leave can be interrupted is equal to the number of weeks of the child's hospitalisation. For other possibilities of division, the maximum number of suspension weeks is that which is prescribed in the Act respecting labour standards for such a situation.

During such an interruption, the employee shall be considered as being on leave without salary and shall receive no allowance or benefit from the Board. The employee is entitled to the benefits prescribed in clause 5-4.49 during this interruption.

5-4.09

When the employee resumes the maternity leave which was interrupted or divided under clauses 5-4.07 or 5-4.08, the Board shall pay the employee 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 5-4.12, 5-4.13 or 5-4.14, as the case may be, subject to clause 5-4.01.

5-4.10 Extension of the Maternity Leave

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

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

During the extensions, the employee shall be considered as being on leave without salary, and shall not receive any allowance or benefit from the Board. During these periods, the employee shall be covered by clause 5-4.16 during the first six (6) weeks and by clause 5-4.49 thereafter.

5-4.11 Advance Notice

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

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

5-4.12 Cases Eligible for the Québec Parental Insurance Plan

- A) The employee who has accumulated twenty (20) weeks of service¹ and who is eligible for benefits under the Québec Parental Insurance Plan is also entitled to receive, during the twenty-one (21) weeks of her maternity leave, an allowance equal to the difference between ninety-three percent (93%)² of her basic weekly salary and the amount of the benefits she receives, or would receive if she applied for such, from the Québec Parental Insurance Plan.

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

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

When the employee is working for more than one employer, the allowance is equal to the difference between ninety-three percent (93%) of the basic salary paid by the Board and the amount of Québec parental insurance 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 employee 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.

- B) The Board may not offset, through the allowance that it pays to the employee on maternity leave, the reduction in the Québec parental insurance benefits attributable to the salary earned from another employer.

Notwithstanding the provisions of the preceding subparagraph, the Board shall provide the allowance if the employee 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 employee proves to the Board that only a portion of the salary paid by this other employer is customary, the allowance shall be limited to that portion.

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

- C) The total amounts received by the employee during her maternity leave in Québec parental insurance benefits, allowance and salary may not however exceed ninety-three percent (93%) of the basic weekly salary paid by the Board or, where applicable, by her employers (including her Board).

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

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

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

The employee who has accumulated twenty (20) weeks of service¹ and who is eligible for Employment Insurance benefits though not eligible for Québec parental insurance benefits is entitled, during her maternity leave, to receive:

- A) for each week of the waiting period stipulated by the Employment Insurance Plan, an allowance equal to ninety-three percent (93%)² of her basic weekly salary;
- B) for each week following the period prescribed in the preceding paragraph A), an additional allowance equal to the difference between ninety-three percent (93%) of her basic weekly salary and the weekly maternity or parental benefit that she is receiving or would receive upon request from the Employment Insurance Plan, until the end of the twentieth (20th) week of the maternity leave;

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

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

In the case of the employee who works for more than one employer, the additional allowance shall be equal to the difference between ninety-three percent (93%) of the basic weekly salary paid by the Board and the percentage of the employment insurance benefit corresponding to the proportion of basic weekly salary it pays her in relation to the total basic weekly salaries paid by all the employers. To this end, the employee shall provide each of her employers with a statement of the weekly salaries paid by each of them and the amount of the benefits paid to her by Human Resources and Skills Development Canada.

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

- C) Paragraphs B) and C) of clause 5-4.12 are applicable to this clause with the necessary changes.

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

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

5-4.14 Cases not Eligible for the Québec Parental Insurance Plan and the Employment Insurance Plan

The employee who is not eligible to receive benefits under the Québec Parental Insurance Plan and the Employment Insurance Plan shall also be excluded from receiving any allowance provided in clauses 5-4.12 and 5-4.13. However:

- A) The employee who holds a full-time position and who has accumulated twenty (20) weeks of service¹ shall be entitled to an allowance equal to ninety-three percent (93%) of her basic weekly salary for twelve (12) weeks, if she does not receive benefits from another parental rights plan in effect in another Province or Territory.
- B) The employee who holds a part-time position and who has accumulated twenty (20) weeks of service shall be entitled to an allowance equal to ninety-five percent (95%) of her basic weekly salary for twelve (12) weeks, if she does not receive benefits from another parental rights plan in effect in another Province or Territory. If the part-time employee is exonerated from contributing to the pension plans and to the Québec Parental Insurance Plan and the Employment Insurance Plan, the percentage of the allowance shall be set at ninety-three percent (93%) of her basic weekly salary.

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

- A) No allowance may be paid during the vacation period for which the employee is paid.
- B) Unless the applicable salary payment system is on a weekly basis, the compensation shall be paid at two (2)-week intervals, the first instalment only being payable, in the case of the employee eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan, fifteen (15) days after the Board obtains proof that she is receiving benefits from one of these plans. For purposes of this paragraph, shall be considered as admissible proof a statement of benefits, a stub as well as information provided by the Ministère de l'Emploi et de la Solidarité sociale or by Human Resources and Skills Development Canada (HRSDC) by means of an official statement.
- C) Service shall be calculated with all the employers in the public and parapublic sectors (education, civil service, health and social services), health and social services agencies, bodies 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 twenty (20) weeks of service contained in clauses 5-4.12, 5-4.13 and 5-4.14 shall be deemed to have been met, where applicable, when the employee meets the requirement with one of the employers mentioned in this paragraph.

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

Any period during which the employee on a special leave prescribed in clause 5-4.20 does not receive any indemnity from the CSST shall be excluded for the purposes of calculating her average basic weekly salary.

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

If the twenty (20)-week period preceding the maternity leave of the employee who holds a part-time position includes the date on which the salary rates and scales are increased, the basic weekly salary shall be calculated on the basis of the salary rate in force on that date. If, on the other hand, the maternity leave includes this date, the basic weekly salary changes as of that date according to the adjustment formula of the applicable salary scale.

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

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

- E) In the case of an employee who is temporarily laid off, the maternity leave allowance to which the employee is entitled under the agreement and which is paid by the Board ceases as of the date on which the employee is laid off.

Subsequently, when the employee is recalled or, as the case may be, reinstated in her position in accordance with the provisions of the agreement, the maternity leave benefit is reestablished as of the date on which the employee would have been reinstated in her position or in another position under her right of recall.

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

5-4.16

During the maternity leave and during the first six (6) weeks of the extensions prescribed in clause 5-4.10, the employee shall benefit, insofar as she is normally entitled to it, from the following:

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

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

5-4.17

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

5-4.18

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

The employee to whom the Board has sent the aforementioned notice must report to work upon the termination of the maternity leave, unless the leave is extended as prescribed in clause 5-4.47.

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

5-4.19

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

Section III Special Leaves Regarding Pregnancy and Breastfeeding**Provisional Assignment and Special Leaves****5-4.20**

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

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

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

The Board shall immediately notify the Union of any request for special leave and shall provide it with the name of the employee and the reasons supporting her request for special leave.

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

If the assignment is not carried out immediately, the employee shall be entitled to a special leave which begins immediately. Unless a temporary assignment arises afterward to cancel the special leave, the special leave shall terminate for the pregnant employee, on the date of the birth, and for the employee who is breastfeeding, at the end of the breastfeeding period. However in the case of the employee who is eligible for benefits payable under the Act respecting parental insurance (R.S.Q., c. A-29.011) the special leave shall terminate as of the fourth (4th) week before the due date. The assignment shall have priority over the application of the second and third paragraphs of clause 7-1.15 and the application of the priority to fill a position of a temporary nature assigned to an employee laid off temporarily under clause 7-2.04.

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

However, following a written request to this effect, the Board shall pay the employee an advance on the forthcoming allowance based on the anticipated benefits. If the Commission de la santé et de la sécurité du travail (CSST) pays the anticipated payment, the reimbursement shall be made from that amount. If not, the reimbursement shall be made under clause 6-7.04 until the amounts owing have been paid. If the employee exercises her right to apply for a review of the CSST decision or to contest it before the Commission des lésions professionnelles, the reimbursement cannot be payable until the administrative review decision of the CSST or, where applicable, the decision of the Commission des lésions professionnelles, has been rendered.

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

Other Special Leaves

5-4.21

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

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

5-4.22

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

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

Section IV Other Parental Leaves

Paternity Leave

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

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

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

The female employee 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 employee shall inform the Board as soon as possible of the date on which he plans to take the paternity leave.

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

On the occasion of the birth of his child, the employee is also entitled to a paternity leave of a maximum duration of five (5) weeks which, subject to clauses 5-4.30 and 5-4.31, must be consecutive. This leave must end at the latest at the end of the fifty-second (52nd) week following the week of the birth of the child.

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

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

5-4.25 Cases Eligible for the Québec Parental Insurance Plan or the Employment Insurance Plan

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

The allowance is based on the Québec Parental Insurance Plan or Employment Insurance Plan benefits, as the case may be, to which an employee is entitled, without taking into account the amounts subtracted from such benefits for repayment of benefits, interest, penalties and other amounts recoverable under the Act respecting parental insurance (R.S.Q., c. A-29.011) or the Employment Insurance Plan. However, if there is a change to the Québec Parental Insurance Plan or Employment Insurance Plan benefits following a modification to the information provided by the Board, the latter shall correct the benefit amount accordingly.

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

Paragraphs B) and C) of clause 5-4.12 shall apply to this clause by making the necessary changes.

5-4.26 Cases ineligible for the Québec Parental Insurance Plan or the Employment Insurance Plan

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

5-4.27

During the paternity leave provided for in clauses 5-4.23 and 5-4.24, the employee shall be entitled to the benefits provided for in clause 5-4.16, insofar as he or she is normally entitled to them, and in clause 5-4.19.

5-4.28

Paragraphs A), B), D) and E) of clause 5-4.15 shall apply to the employee who is entitled to the allowances provided for in clause 5-4.25 or 5-4.26 by making the necessary changes.

5-4.29

To be granted the paternity leave provided for in clause 5-4.24, the employee must submit a written request to the Board at least three (3) weeks before the date of departure. The time limit can however be reduced if the birth occurs before the due date. The request shall indicate the date of expiry of the leave.

The employee must report to his or her place of work upon the termination of his paternity leave, unless the leave has been extended in the manner provided for in clause 5-4.47.

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

5-4.30 Interruption of the Paternity Leave

When his child is hospitalised, the employee may interrupt the paternity leave provided for in clause 5-4.24, upon agreement with the Board, by returning to work for the duration of this hospitalisation.

5-4.31 Dividing the Paternity Leave

Upon request by the employee, the paternity leave provided for under clause 5-4.24 may be divided into weeks if his child is hospitalised or due to circumstances referred to in sections 79.1 and 79.8 to 79.12 of the Act respecting Labour Standards (R.S.Q., c. N-1.1).

The maximum number of weeks during which the paternity leave may be interrupted is equal to the number of weeks of the child's hospitalisation. For other possibilities of division, the maximum number of suspension weeks is that which is prescribed in the Act respecting labour standards for such a situation.

During such an interruption, the employee shall be considered as being on leave without salary and shall receive no allowance or benefits from the Board. The employee shall be entitled to the benefits provided for in clause 5-4.49 during the period of interruption.

5-4.32

When the employee resumes the suspended or divided paternity leave under clauses 5-4.30 or 5-4.31, the Board shall pay the employee the allowance to which he would have been entitled had he not availed himself of the suspension or division for the number of weeks remaining under clause 5-4.24, subject to clause 5-4.01.

5-4.33 Extension of the Paternity Leave

The employee who, before the date of expiry of the paternity leave provided for in clause 5-4.24, 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 employee shall be considered as being on leave without salary and shall receive no allowance or benefits from the Board. The employee shall be covered by clause 5-4.49 during this period.

Leaves for Adoption and Leaves of Absence Without Salary for Adoption Purposes**5-4.34 Leave for Adoption - Maximum Period of Five (5) Days**

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

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

The employee shall inform the Board as soon as possible of the date on which he plans to take the leave for adoption.

5-4.35 Leave for Adoption - Maximum Period of Five (5) Weeks

The employee who legally adopts a child, other than the child of his or her spouse, shall also be entitled to a leave of absence for adoption for a maximum period of five (5) weeks which, subject to clauses 5-4.36 and 5-4.37, must be consecutive. The leave must end at the latest at the end of the fifty-second (52nd) week following the child's arrival home.

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

For the employee who is not eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan, this leave must take place after the child's placement order or its equivalent in the case of international adoption, in accordance with the adoption plan, or at another time agreed upon with the Board.

5-4.36 Interruption of the Leave for Adoption

When a child is hospitalised, the employee may interrupt his or her leave for adoption provided for in clause 5-4.35, upon agreement with the Board, by returning to work during the period of this hospitalisation.

5-4.37 Dividing the Leave for Adoption

Upon request by the employee, the leave for adoption provided for in clause 5-4.35 may be divided into weeks if his or her child is hospitalised or due to circumstances referred to in sections 79.1 and 79.8 to 79.12 of the Act respecting Labour Standards (R.S.Q., c. N-1.1).

The maximum number of weeks during which the leave for adoption may be interrupted is equal to the number of weeks of the child's hospitalisation. For other possibilities of division, the maximum number of suspension weeks is that which is prescribed in the Act respecting labour standards for such a situation.

During such an interruption, the employee shall be considered as being on leave without salary and shall receive no allowance or benefits from the Board. The employee shall be entitled to the benefits provided for in clause 5-4.49 during the period of interruption.

5-4.38

When the employee resumes the leave for adoption which has been interrupted or divided under clauses 5-4.36 and 5-4.37, the Board shall pay the employee the allowance to which he or she would have been entitled if he or she had not availed himself or herself of such interruption or such division, for the residual number of weeks to be covered under clause 5-4.35, subject to clause 5-4.01.

5-4.39 Extension of the Leave for Adoption

The employee who, before the date of expiry of his or her leave for adoption provided for in clause 5-4.35, provides the Board with a notice along with a medical certificate attesting that the health of his or her child requires it, is entitled to an extension of his or her leave for adoption. The duration of this extension is that which is stated on the medical certificate.

During this extension, the employee shall be considered as being on leave without salary and shall receive no allowance or benefits from the Board. The employee shall be covered by clause 5-4. 49 during this period.

5-4.40 Cases Eligible for the Québec Parental Insurance Plan or the Employment Insurance Plan

During the five (5) weeks of the leave for adoption prescribed in clause 5-4.35, the employee shall receive an allowance equal to the difference between his or her basic weekly salary and the amount of the benefits he or she receives, or would receive if he or she applied for them, under the Québec Parental Insurance Plan or the Employment Insurance Plan.

This allowance is calculated on the basis of the Québec parental insurance benefits or employment insurance benefits, as the case may be, that an employee is entitled to receive without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other recoverable amounts under the Québec Parental Insurance Plan or the Employment Insurance Plan.

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

When the employee is working for more than one employer, the allowance shall be equal to the difference between one hundred percent (100%) of the basic salary paid by the Board and the amount of the Québec parental insurance benefits or employment insurance 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 employee 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 Québec Parental Insurance Plan or the Employment Insurance Plan.

Paragraphs B) and C) of clause 5-4.12 shall apply to this clause by making the necessary changes.

5-4.41 Cases not Eligible for the Québec Parental Insurance Plan and the Employment Insurance Plan

The employee who is not eligible for adoption benefits under the Québec Parental Insurance Plan and for parental benefits under the Employment Insurance Plan and who adopts a child other than the child of his or her spouse shall receive, during the leave for adoption prescribed in clause 5-4.35, an allowance equal to his or her basic weekly salary.

5-4.42 Leave for Adoption of the Spouse's Child

The employee who adopts his or her spouse's child is entitled to a maximum leave of five (5) working days, of which only the first two (2) are with salary.

While this leave need not be continuous, it cannot be taken after the expiry of the fifteen (15) days following the date of the filing of the application for adoption.

5-4.43

During the leaves of absence for adoption prescribed in clauses 5-4.34, 5-4.35 and 5-4.42, the employee shall be entitled to the benefits prescribed in clause 5-4.16, insofar as he or she is normally entitled to them, and in clause 5-4.19.

5-4.44

To be granted the leave for adoption provided for in clause 5-4.35, the employee must submit a written request to the Board at least three (3) weeks before the date of departure. The time limit can however be reduced if the adoption occurs before the due date. The request shall indicate the date of expiry of the leave.

The employee must report to his or her place of work upon the termination of his or her leave for adoption, unless the leave has been extended in the manner prescribed in clause 5-4.47.

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

5-4.45

Paragraphs A), B), D) and E) of clause 5-4.15 shall apply, by making the necessary changes, to the employee who is entitled to the allowances provided for in clauses 5-4.40 and 5-4.41.

5-4.46**Leaves of Absence without Salary for Adoption Purposes**

An employee shall be entitled to a leave of absence without salary of a maximum duration of ten (10) weeks to adopt a child, beginning on the date on which the employee assumes full legal responsibility for the child, except in the case of a child of his or her spouse.

The employee who travels outside Québec in order to adopt a child, except in the case of a child of his or her spouse, shall for that purpose and upon written request submitted to the Board two (2) weeks in advance, where possible, obtain a leave of absence without salary for the time necessary for the travel. However the leave shall cease no later than the week following the beginning of benefit payments under the Québec Parental Insurance Plan or the Employment Insurance Plan, as the case may be, and the provisions of clause 5-4.35 shall apply.

During the leave of absence without salary with a view to adopt, the employee shall be entitled to the same benefits as those pertaining to full-time or part-time leaves of absence without salary prescribed in clause 5-4.49.

Full-time or Part-time Leaves of Absence without Salary for Maternity, Paternity or Adoption**5-4.47**

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

- A) a full-time leave of absence without salary for a maximum period of fifty-two (52) continuous weeks which begins at the time the employee chooses and ends no later than seventy (70) weeks after the birth or, in the case of an adoption, seventy (70) weeks after he or she assumes full legal responsibility for the child;
- B) a full-time or part-time leave without salary for a maximum period of two (2) years, as an extension to the maternity leave prescribed in clause 5-4.05, the paternity leave prescribed in clause 5-4.24 or the leave for adoption prescribed in clause 5-4.35. In the case of a paternity leave or a leave for adoption, the maximum duration of the leave without salary shall not exceed the one hundred and twenty-fifth (125th) week following the child's birth or arrival at home, as the case may be.

For the duration of this leave, the employee shall be entitled, following a written request submitted at least thirty (30) days in advance, to benefit from on the following changes:

- i) from a full-time leave without salary to a part-time leave without salary, as the case may be;
- ii) from a part-time leave without salary to a different part-time leave without salary.

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

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

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

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

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

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

5-4.48

Upon request from the employee, the full-time leave without salary provided for in clause 5-4.47 may be divided into weeks before the termination of the first fifty-two (52) weeks if the child is hospitalized or due to circumstances referred to in sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (R.S.Q., c. N-1.1).

The maximum number of weeks during which the full-time leave without salary may be suspended corresponds to the number of weeks of the child's hospitalization. For other possibilities of division, the maximum number of weeks during which the leave may be suspended is that which is prescribed in the Act respecting labour standards for such a situation.

During such a suspension, the employee is considered on leave without salary and shall not receive any allowances or benefits from the Board. The employee shall be entitled to benefits under clause 5-4.49 during this period.

5-4.49

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

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

Notwithstanding the preceding subparagraphs, the employee shall accumulate his or her experience, for the purposes of determining his or her salary, up to the first fifty-two (52) weeks of a leave without salary or part-time leave without salary.

5-4.50

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

5-4.51

The employee to whom the Board has sent a notice four (4)-weeks in advance indicating the termination date of one of the leaves prescribed in clause 5-4.47 must inform the Board of his or her return to work at least two (2) weeks before the termination of the leave. Failing which, he or she shall be considered as having resigned.

5-4.52

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

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

Leaves for Parental Responsibilities**5-4.53**

A part-time or full-time leave without salary for a maximum of one (1) year shall be granted to an employee whose minor child experiences socioemotional problems or whose minor child is handicapped or ill and requires his or her care. In this case, the fifth subparagraph of paragraph B) of clause 5-4.47 shall apply except as regards the maximum duration of the leave without salary, which cannot exceed one (1) year.

Section V Miscellaneous Provisions**5-4.54**

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

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

Also the employee who receives a premium for regional disparities under the agreement shall receive the premium during the weeks when he or she receives a benefit, as the case may be, prescribed in clauses 5-4.24 or 5-4.35.

5-4.55

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

5-4.56

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

5-4.57

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

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

The Board shall recognize the same rights for an employee to participate in public affairs as those recognized for all citizens.

When an employee is called upon to work for a competent authority during an election or referendum, he or she shall be entitled to a leave of absence without loss of salary including applicable premiums, if any. However, he or she must remit to the Board the salary received during the election or referendum up to the amounts paid by the Board.

5-5.02

The regular employee, who is a candidate in a municipal, school, provincial or federal election or an election to an organization prescribed in the James Bay and Northern Québec Agreement or who is a candidate for a position of director of the Federation of Cooperatives of Northern Québec or the Makivik Corporation shall obtain, upon request, a leave of absence without salary which could extend from the declaration of the elections to the tenth (10th) day which follows the election day or for any shorter period situated between these two events.

5-5.03

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

5-5.04

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

5-5.05

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

5-5.06

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

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

5-5.07

Every employee elected to the council of commissioners of the Kativik School Board or to an Education Committee of the Board shall be considered as having resigned from his or her position with the Board as of the tenth (10th) day following his or her election.

5-6.00 VACATION**5-6.01**

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

5-6.02

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

5-6.03

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

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

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

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

5-6.04

Vacation must usually be taken during the fiscal year following that in which it was acquired.

5-6.05

The vacation period shall be determined in the following manner:

- A) Before May 1 of each year the Board, after consulting the Union or the group of unions concerned, may establish a period of total or partial shutdown of its activities for a maximum period of ten (10) working days. The period may be longer than ten (10) working days insofar as the Union agrees. Every employee affected by the total or partial shutdown must take all the vacation to which he or she is entitled or part of his or her vacation equal to the shutdown period; the period of total or partial shutdown may vary for different groups of employees. The employee who is entitled to a number of days of vacation greater than the number of days used during the shutdown period shall take the additional days according to the terms and conditions prescribed hereinafter.
- B) Before May 15 of each year, employees shall choose the dates on which they wish to take their vacation and the latter shall be distributed by taking into account the seniority of the employees in the same office, department or school, where applicable. The employees' choices shall be submitted to the Board for approval and the latter shall take into account the needs of the department. The Board shall inform the employee of its decision no later than June 1 and the employee whose choice is refused shall then choose new dates.
- C) Once the vacation period has been approved by the Board, a change is possible when requested by an employee if the needs of the department permit and if the change does not affect the vacation periods of other employees.

- D) Every employee who benefits from at least ten (10) working days of vacation may take up to ten (10) working days of vacation during the summer. To this effect, the shutdown period prescribed in paragraph A) shall count for the purpose of applying this paragraph. This paragraph shall not apply to warehouse employees.
- E) The Board and the Union may conclude an agreement concerning different terms and conditions from those prescribed above.

5-6.06

The employee must take his or her vacation in periods of at least five (5) consecutive days. Any remaining period of less than five (5) days must be taken consecutively, unless there is an agreement to the contrary between the Board and the employee concerned.

5-6.07

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

5-6.08

An employee on vacation shall continue to receive the salary regularly paid to him or her under article 6-7.00. However, the salary shall be paid to him or her, before the departure, for the duration of his or her vacation period, provided the employee has submitted a request to this effect to the Board at least two (2) weeks before the beginning of his or her vacation. The employee shall be deemed to have made a request if he or she informs the Board of his or her choice before May 15 of the year concerned.

5-6.09

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

5-6.10

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

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

5-6.11

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

TABLE OF ACCUMULATION OF DAYS OF VACATION									
			NORMAL DURATION OF VACATION BASED ON AN EMPLOYEE'S SENIORITY						
			20 days	21 days	22 days	23 days	24 days	25 days	
TOTAL NUMBER OF DAYS OF ACTIVE SERVICE DURING YEAR OF ACQUISITION			ACTUAL DURATION OF VACATION BASED ON THE DAYS OF ACTIVE SERVICE DURING YEAR OF ACQUISITION						
5	to	10	0.5	0.5	0.5	0.5	0.5	0.5	0.5
11	to	32	2.0	2.0	2.0	2.0	2.0	2.0	2.0
33	to	54	3.5	4.0	4.0	4.0	4.0	4.0	4.0
55	to	75	5.0	5.5	6.0	6.0	6.0	6.0	6.5
76	to	97	7.0	7.0	7.5	8.0	8.0	8.0	8.5
98	to	119	8.5	9.0	9.0	10.0	10.0	10.0	10.5
120	to	140	10.0	11.0	11.0	12.0	12.0	12.0	13.0
141	to	162	12.0	12.5	13.0	13.5	14.0	14.0	15.0
163	to	184	13.5	14.0	14.5	15.5	16.0	16.0	17.0
185	to	205	15.0	16.0	17.0	17.5	18.0	18.0	19.0
206	to	227	17.0	17.5	18.5	19.0	20.0	20.0	21.0
228	to	241	18.5	19.0	20.0	21.0	22.0	22.0	23.0
242	or more		20.0	21.0	22.0	23.0	24.0	24.0	25.0

5-6.12

The employee who is absent from work because of a disability or a work accident at the time scheduled for his or her vacation, may defer his or her vacation to another period in the same fiscal year or, if he or she has not returned to work at the end of the fiscal year, to another period in a subsequent fiscal year, to be determined by agreement between him or her and the Board.

5-6.13

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

5-7.00 PROFESSIONAL IMPROVEMENT**5-7.01**

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

5-7.02

For the purposes of applying this article, professional improvement activities shall include any one of the following three (3) types of professional improvement:

- A) organizational professional improvement shall include all professional improvement activities required by the Board, designed to acquire knowledge, develop or acquire skills or techniques or to modify an employee's work habits and which improve the quality of administration at the Board;

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

5-7.03

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

5-7.04

Within thirty (30) days of the written request of the Board or the Union, the Labour Relations Committee may become a professional improvement committee.

5-7.05

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

5-7.06

The duties of the Professional Improvement Committee shall be:

- A) to collaborate in the setting up of professional improvement programs;
- B) to collaborate in the planning of professional improvement activities;
- C) to study professional improvement requests presented by the employees or required by the Board;
- D) to make appropriate recommendations to the Board, particularly those concerning the distribution and use of the professional improvement budget.

5-7.07

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

5-7.08

When, at an employee's request, the Board authorizes an employee to participate in professional improvement activities, it may reimburse the costs upon presentation of an attestation to the effect that he or she has taken part in the activities. In the case where an employee receives an allowance or any other money from another source, he or she must give the Board any amount thus received.

5-7.09

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

5-7.10

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

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

5-7.11

For the purpose of applying this article, the Board shall have available, for each fiscal year of the agreement, an amount equal to:

- a) ninety dollars (\$90.00) per regular employee who has a full-time position or the equivalent in Nunavik, according to the number established at the beginning of each fiscal year.
- b) sixty dollars (\$60.00) per regular employee who has a full-time position or the equivalent in Montreal, according to the number established at the beginning of each fiscal year.

The Board shall determine how these amounts are to be used, following consultation with the Professional Improvement Committee.

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

5-7.12

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

5-7.13

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

5-7.14

The amounts prescribed in clause 5-7.11 shall be allotted as a priority for the professional improvement projects submitted by the beneficiaries under the James Bay and Northern Québec Agreement.

5-7.15 Upgrading

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

- D) The nature, duration and frequency of the upgrading activities offered to employees shall be determined in consultation¹ with the Professional Improvement Committee.

5-8.00 CIVIL RESPONSIBILITY

5-8.01

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

5-8.02

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

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

5-8.03

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

5-8.04

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

5-8.05

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

5-9.00 LEAVES OF ABSENCE WITHOUT SALARY

5-9.01

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

¹ or, if need be, according to the eligibility criteria and method of participation of employees prescribed by the Professional Improvement Committee.

5-9.02

The Board shall grant a leave without pay for a period not exceeding twelve (12) months to enable an employee to accompany his or her spouse whose workplace has been temporarily or permanently changed.

5-9.03

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

- a) if the granting of such a leave permits the use of the services of an employee in surplus;
- b) when his or her spouse, dependent child, father, mother, sister, brother, grandfather or grandmother is seriously ill, as attested to by a medical certificate. This provision shall also apply to an employee who accompanies the person who must be evacuated and taken to a hospital.

5-9.04

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

5-9.05

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

The Board shall not be required to grant the leave for or during the same period to more than one employee per office, department, school or adult education centre; in this case, priority shall be given to the employee with the most seniority. The Board may also refuse an application to this effect if it is unable to find a replacement if need be.

5-9.06

The employee affected by a prolonged illness attested to by a medical certificate accepted by the Board shall, if he or she has exhausted the benefits prescribed in clauses 5-3.32, 5-3.44 and 5-3.45, obtain a full-time leave of absence without salary for the balance of the current fiscal year.

5-9.07

Except for the case prescribed in clause 5-9.03, the request for a leave without salary or for the renewal of a leave without salary must be made at least thirty (30) days prior to the beginning of the leave; the request shall be made in writing and must specify the reasons as well as the dates of the beginning and the end of the leave. Moreover, the request for a part-time leave without salary must specify the schedule of the leave.

5-9.08

In the case of a part-time leave without salary prescribed in this article, the Board and the employee must agree on the schedule of the leave and on the other terms and conditions of application.

5-9.09

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

5-9.10

An employee who wishes to terminate his or her leave without salary before the date foreseen must obtain the consent of the Board. In this case, the Board shall take into account the needs of the department.

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

5-9.11

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

5-9.12

In case of resignation during or at the end of the leave of absence, the employee shall reimburse the Board for any amount paid for and in the name of the employee.

5-9.13

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

5-10.00 SABBATICAL LEAVE PLAN WITH DEFERRED SALARY**5-10.01**

The sabbatical leave with deferred salary plan allows a tenured employee who is not in surplus to have his or her salary for a given period of work spread over a longer period in order to benefit from a sabbatical leave with salary; such a plan is only applicable in accordance with the law and its regulations.

The purpose of the leave is not the payment of benefits to the employee upon retirement nor the deferral of income tax.

5-10.02

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

5-10.03

For the purpose of this article the term "contract" means the contract mentioned in Appendix VI.

5-10.04

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

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

5-10.05

The sabbatical leave of a duration of six (6) months to twelve (12) months terminates at the same time as the contract ends.

5-10.06

At the end of the leave, the employee must return to work in accordance with the provisions of the Income Tax Act pertaining to individuals.

5-10.07

The leave is subject to the provisions of Appendix VI.

5-10.08

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

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

The classification of an employee shall be that held on the date of the coming into force of the agreement.

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

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

6-1.03

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

6-1.04

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

6-1.05

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

6-1.06

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

Change in Duties**6-1.07**

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

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

The fact that the changes occurred under the 2005-2010 collective agreement cannot invalidate the grievance provided that it was filed within thirty (30) working days of the date of the coming into force of this agreement.

6-1.08

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

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

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

6-1.09

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

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

6-1.10

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

6-1.11

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

6-1.12

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

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

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

6-1.14

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

Arbitration**A1 6-1.15**

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

BARRETTE, Jean¹
BEAUPRÉ, René¹
BHÉRER, Jacques
LAMY, Francine¹

MORO, Suzanne¹
TOUSIGNANT, Lyse
TREMBLAY, Denis
VEILLEUX, Diane¹

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

The chief arbitrator whose name appears in clause 9-2.02 shall distribute the grievances among the arbitrators appointed under this clause. The procedure prescribed in article 9-2.00 shall apply with the necessary changes.

6-1.16

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

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

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

6-2.02

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

6-2.03

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

¹ Arbitrators Jean Barrette, René Beaupré, Francine Lamy, Suzanne Moro and Diane Veilleux can act in this capacity until March 30, 2015.

6-2.04

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

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

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

Within ninety (90) days of the Board's request, a newly hired employee shall provide any information required to determine his or her salary step. The salary step determine shall have a retroactive effect to the date of the hiring.

When an employee provides the information requested for the determination of his or her salary step at the time of his or her hiring after the expiry of the time limit prescribed in the preceding paragraph, the determination of the step shall have a retroactive effect to ninety (90) days of the date on which the documents were forwarded.

In both cases, the Board shall not claim any money as a result of a decision to decrease the salary step except for a fraudulent statement.

6-2.05

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

Advancement in Step**6-2.06**

The first advancement in step shall be granted on January 1 or on July 1 which follows by at least nine (9) months the effective date on which an employee assumed his or her duties.

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

This clause shall apply, subject to clause 6-2.08.

6-2.07

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

6-2.08

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

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

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

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

6-2.09

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

6-2.10

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

6-2.11

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

6-2.12

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

Determination of the Step at the Time of a Promotion, Transfer or Demotion

6-2.13 At the Time of a Promotion

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

- A) a) Categories of Technical and Paratechnical Support and Administrative Support Positions

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

- b) Category of Labour Support Positions

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

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

C) Employees who are overscale and who remain overscale:

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

The employee shall receive an increase determined as follows:

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

b) Category of Labour Support Positions

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

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

6-2.14 At the Time of a Transfer

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

6-2.15 At The Time of a Demotion

A) An employee demoted voluntarily shall receive the salary which corresponds to the more advantageous of the following formulas:

- a) he or she shall be placed in the step of the new class of employment, the salary rate of which is immediately below that which he or she receives;
- b) he or she shall be placed in the step of the new class of employment corresponding to his or her years of experience recognized as being valid and directly relevant to the performance of the duties of that class.

B) An employee demoted involuntarily shall obtain the salary which corresponds to the more advantageous of the formulas prescribed in the preceding paragraph A), on the condition that the difference between the salary in his or her new class of employment and the salary he or she received before his or her demotion be made up by a lump sum spread over each of his or her pays and paid over a maximum period of two (2) years after the demotion.

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

6-2.16

Failing an agreement to the contrary between the Board and the Union, an employee who receives a lump sum under clauses 6-2.13 and 6-2.15 of the former agreement shall continue to do so in the manner described in the former agreement and for the time specified therein.

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

6-3.00 SALARY**6-3.01 Salary Rates and Scales**

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

6-3.02**A) Period from April 1st, 2010 to March 31st, 2011**

The salary rates and scales applicable on March 31st, 2010 shall be increased as of April 1st, 2010, by a percentage equal to 0.5%¹. The salary rates and scales are those prescribed in Appendix I of the agreement.

B) Period from April 1st, 2011 to March 31st, 2012

The salary rates and scales applicable on March 31st, 2011 shall be increased as of April 1st, 2011, by a percentage equal to 0.75%¹. The salary rates and scales are those prescribed in Appendix I of the agreement.

C) Period from April 1st, 2012 to March 31st, 2013

The salary rates and scales applicable on March 31st, 2012 shall be increased as of April 1st, 2012, by a percentage equal to 1.0%¹. The salary rates and scales are those prescribed in Appendix I of the agreement.

The percentage determined in the preceding paragraph shall be increased, as of April 1st, 2012, by 1.25 times the difference between the cumulative increase (sum of the annual variations) in Québec's nominal Gross Domestic Product (GDP)² based on Statistics Canada data for the years 2010 and 2011³ and the forecast cumulative increase (sum of the annual variations) in Québec's nominal GDP for the same years, established at 3.8% for the year 2010 and at 4.5% for the year 2011. The percentage increase so computed may not, however, be greater than 0.5%.

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

D) Period from April 1st, 2013 to March 31st, 2014

The salary rates and scales applicable on March 31st, 2013 shall be increased as of April 1st, 2013, by a percentage equal to 1.75%¹. The salary rates and scales are those prescribed in Appendix I of the agreement.

¹ However, the clauses in the collective agreements that apply to overrate or overscale employees shall continue to apply.

² Gross Domestic Product, expenditure-based, for Québec, at current prices. Source: Statistics Canada, CANSIM, Table 384-0002, serial number CANSIM v687511.

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

The percentage determined in the preceding paragraph shall be increased, as of April 1st, 2013, by 1.25 times the difference between the cumulative increase (sum of the annual variations) in Québec's nominal Gross Domestic Product (GDP)¹ based on Statistics Canada data for the years 2010, 2011 and 2012² 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 1st, 2012 as prescribed in the 2nd subparagraph of the preceding paragraph C).

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

E) Period from April 1st, 2014 to March 31st, 2015

The salary rates and scales applicable on March 31st, 2014 shall be increased as of April 1st, 2014, by a percentage equal to 2.0%³. The salary rates and scales are those prescribed in Appendix I of the agreement.

The percentage determined at the preceding paragraph shall be increased, as of April 1st, 2014, by 1.25 times the difference between the cumulative increase (sum of the annual variations) in Québec's nominal GDP¹ based on Statistics Canada data for the years 2010, 2011, 2012 and 2013⁴ 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 1st, 2012 as prescribed in the 2nd subparagraph of the preceding paragraph C) and the increase granted on April 1st, 2013 as prescribed in the 2nd subparagraph of the preceding paragraph D).

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

F) Adjustment as of March 31st, 2015

The salary rates and scales applicable on March 31st, 2015 shall be increased as of March 31st, 2015, by a percentage equal to the difference between the cumulative variations (sum of the annual variations) in the consumer price index⁵ for Québec, based on Statistics Canada data for the agreement years 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015⁶ 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%.

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

² 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.

³ However, the clauses in the collective agreements that apply to overrate or overscale employees shall continue to apply.

⁴ 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.

⁵ Consumer Price Index for Québec. Source: Statistics Canada, CANSIM, Table 326-0020, serial number CANSIM v41691783.

⁶ 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 increased prescribed in the preceding paragraph shall be included in the employees' pay within sixty (60) days following the publication of the Statistics Canada data regarding Québec's CPI for the month of March 2015.

- G)** The employees in the employ of the Board when payment of the increase referred to in the second subparagraph of paragraphs C), D), E) and of the first subparagraph of paragraph F) of this clause is made, as the case may be, shall receive retroactivity within sixty (60) days of this increase.

For the employees whose employment ended between the start of the periods under paragraphs C), D) and E) and of the first subparagraph of paragraph F) of this clause, and the payment of the increase prescribed, the Board shall provide the Union with the list of employees no later than one hundred and twenty (120) days of the date of payment.

To receive the amounts to be paid under the preceding subparagraph, the employee must submit a written request to the Board no later than one hundred and twenty (120) days of the Union receiving the list. In the event of an employee's death, the request may be submitted by his or her heirs or assigns.

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

Overrate or Overscale Employees

6-3.03

The employee whose salary rate on the day preceding the date on which the salary scales and rates are increased is higher than the single rate or the maximum of the salary scale in effect for his or her class of employment shall receive, on the date on which the salary scales and rates are increased, a minimum rate of increase equal to half of the percentage increase applicable on April 1 of the period concerned in relation to the preceding March 31, to the single salary rate or step situated at the maximum of the scale of the preceding March 31 corresponding to his or her class of employment.

6-3.04

If the application of the minimum rate of increase determined in clause 6-3.03 has the effect of placing, on April 1, an employee who was overscale or overrate on March 31 of the preceding year at a salary which is lower than the maximum step of the scale or single salary rate corresponding to his or her class of employment, the minimum rate of increase is brought to the percentage necessary to permit the employee to reach that step or single salary rate.

6-3.05

The difference between, on the one hand, the percentage increase of the maximum step of the salary scale or the single salary rate corresponding to the employee's class of employment and, on the other hand, the minimum rate of increase determined under clauses 6-3.03 and 6-3.04 shall be paid to him or her as a lump sum calculated on the basis of his or her salary rate on March 31.

6-3.06

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

Responsibility Premiums, Premiums for Regional Disparities and Other Premiums, Rates or Allowances**6-3.07**

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

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

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

6-4.02

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

6-4.03

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

6-4.04

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

6-4.05

The employee who uses his or her automobile must provide proof that his or her insurance policy category is "pleasure and occasional business" or "pleasure and business" and that his or her public liability coverage is at least one hundred thousand dollars (\$100 000) for damages to another's property only.

6-4.06

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

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

6-4.07

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

6-4.08

Travelling time in the service of the Board must be considered as work time if the employee travels, the same day, with the authorization of the Board, from one workplace to another within the locality¹ where he or she is assigned. Any travel outside the locality¹ where the employee is assigned shall be governed by the policies of the Board².

6-5.00 PREMIUMS**6-5.01 Responsibility Premiums****A) Lead Hand Premium**

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

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

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

B) Premium for Additional Responsibility

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

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

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

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

¹ Within the meaning of article 7-3.00

² See Appendix XV concerning travel outside the locality of assignment.

C) Pipe Welder Premium

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

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

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

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

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

6-5.02 Evening and Night Shift Premiums**A) Evening Shift Premium**

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

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

B) Night Shift Premium

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

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

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

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

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

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

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

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

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

A) Dependent

The spouse and dependent child¹ and any other dependent as defined in the Taxation Act provided that the latter resides with the employee. However, for the purpose of this article, the income earned from a job by the employee's spouse shall not nullify the latter's status as dependent.

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

Moreover, the fact that a child attends preschool or elementary school, recognized of public interest, in a locality other than the employees place of residence shall not remove his or her status of dependent when no school recognized of public interest, preschool or elementary, as the case may be, is accessible in the child's language of instruction (French or English) in the locality where the employee lives.

A child aged twenty-five (25) years or less shall also be considered as having the status of dependent, providing he or she meets the three (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 employee working in sectors I, II and III;
- 2) the child had the status of dependent during the twelve (12) months preceding the beginning of his or her postsecondary education program;
- 3) the employee 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 or 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 6-6.02 and the child to benefit from the provisions of clauses 6-6.13 to 6-6.20 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 child¹.

In addition, the child aged twenty-five (25) years or less who is no longer considered as a dependent with respect to the application of this clause and who is a full-time student attending a postsecondary school declared to be of public interest may again hold the status of dependent if he or she meets conditions 1) and 3) mentioned above¹.

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 employee subject to it being situated in one of the localities of Québec.

¹ Dependent child means: a child of an employee, of an employee's spouse or of both or a child living with the employee for whom adoption procedures have been undertaken, unmarried or not related by civil union and living or domiciled in Canada, who depends on the employee for his or her financial support and who is under eighteen (18) years of age; every child under twenty-five (25) years of age who is a duly registered student attending a recognized learning institution on a full-time basis or a child of any age who became totally disabled before reaching his or her eighteenth (18th) birthday or before reaching his or her twenty-fifth (25th) birthday if he or she was a duly registered student attending a recognized learning institution on a full-time basis and has remained continuously disabled ever since.

The fact that an employee in the public and parapublic sectors already covered by the provisions concerning regional disparities changes employer in the public and parapublic sectors shall not modify his or her point of departure.

C) Sectors

Sector I

Kuujuaq and Kuujuaaraapik and Mailasi

Sector II

Inukjuak, Puvirnituaq and Umiujaq

Sector III

Tasiujaq, Ivujivik, Kangiqsualujuaq, Aupaluk, Quaqtuaq, Akulivik, Kangiqsujaq, Kangirsuk and Salluit

Premiums

6-6.02

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

		Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
		per year	per year	per year	per year	per year
With dependents	Sector I	\$11 786	\$11 874	\$11 993	\$12 203	\$12 447
	Sector II	\$15 326	\$15 441	\$15 595	\$15 868	\$16 185
	Sector III	\$18 081	\$18 217	\$18 399	\$18 721	\$19 095
No dependents	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

6-6.03

The employee in a part-time position who works in one of the sectors mentioned above shall receive the premium in proportion to the hours worked compared to the regular workweek prescribed in clause 8-2.01 or 8-2.02, as the case may be.

6-6.04

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

6-6.05

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

6-6.06

- A) Subject to clause 6-6.04, the Board shall cease to pay the isolation and remoteness premium established in this article if the employee and his or her dependents deliberately leave the territory during a paid leave of absence of over thirty (30) days, except for annual vacation, sick-leave, maternity leave, leave for adoption or leave due to a work accident or occupational disease.
- B) The employee cannot benefit from clauses 6-6.23 to 6-6.25 during a full-time leave without salary prescribed in clause 5-4.47 or in the first paragraph of clause 5-4.53.
- C) The employee who benefits from a maternity leave prescribed in Section II of article 5-4.00, as well as the employee who benefits from a leave for adoption prescribed in clause 5-4.35 shall continue, if need be, to benefit in proportion to the other applicable provisions of article 6-6.00, provided that he or she continues to reside during the leave in one of the sectors mentioned in clause 6-6.01.

Other Benefits**6-6.07**

The Board shall assume the following expenses incurred by every employee recruited in Québec at a distance of more than fifty (50) kilometres from the locality where he or she is required to perform his or her duties, provided that it is situated in one of the sectors described in clause 6-6.01:

- a) the transportation expenses of the employee and his or her dependents;
- b) the cost of transporting his or her personal belongings and those of his or her dependents up to a maximum of:
 - 1) two hundred and twenty-eight (228) kilograms for each adult or each child twelve (12) years old and over;
 - 2) one hundred and thirty-seven (137) kilograms for each child under twelve (12) years old;
- c) the cost of transporting his or her furniture other than that provided by the Board, if applicable;
- d) the cost of transporting his or her utensils up to forty-five (45) kilograms;
- e) the cost of storing his or her furniture, if need be;
- f) the cost of transporting an all-terrain vehicle or a snowmobile, using boat transport.

6-6.08

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

6-6.09

- A) These expenses shall be payable provided that the employee not be reimbursed for the expenses by another plan, such as the federal Labour Mobility program to look for employment, and solely in the following cases:
 - 1) the employee's first assignment: from the point of departure to the place of assignment;
 - 2) the employee is laid off by the Board: from the place of assignment to the point of departure;

- 3) the recall by the Board of the employee laid off under article 7-3.00: from the point of departure to the place of assignment;
 - 4) a subsequent assignment or a transfer at the request of the Board or the employee: from one place of assignment to another;
 - 5) at the time of the employee's resignation: from the place of assignment to the point of departure. The expenses shall not be reimbursed if the resignation occurs within the first thirty (30) days of the beginning of the employee's assignment in one of the sectors mentioned in clause 6-6.01;
 - 6) the employee's death: from the place of assignment to the point of departure;
 - 7) when an employee obtains a leave of absence for educational purposes: from the place of assignment to the place of study in Québec. In this case, the expenses referred to in clause 6-6.07 shall also be payable to the employee whose point of departure is situated fifty (50) kilometres or less from the locality where he or she performs his or her duties.
- B) These expenses shall be borne by the Board upon presentation of supporting vouchers.
- C) In the case of an employee recruited outside Québec, the total reimbursable expenses must not exceed the lesser of the following amounts: either the actual cost from his or her domicile at the time of engagement or the transportation cost from Montréal to the place of assignment.
- D) For the purposes of applying paragraph a) of clause 6-6.07 and of clause 6-6.14, the Board shall pay in advance to the carrier the transportation costs of the employee and of his or her dependents as well as the transportation costs of his or her baggage excluding excess baggage.
- E) For the purposes of applying subparagraph 7) of paragraph A) of this clause, the expenses shall also be paid to an employee not covered by the preamble of clause 6-6.07.
- F) Clause 6-6.14 shall also apply to an employee assigned or transferred in a locality situated more than fifty (50) kilometres from the locality where he or she was recruited.

6-6.10

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

- a) unless there is an agreement to the contrary between the Board and the employee, the employee must submit to the Board at least three (3) written estimates or quotations of the costs to be incurred from recognized reputable furniture storage companies;
- b) the employee shall store his or her furniture with the company which gave the lowest bid (or quotation);
- c) these costs shall be borne by the Board at the earliest on the date on which the employee begins his or her assignment in one of the sectors mentioned in clause 6-6.01 and, at the latest, on the date on which the employee is no longer assigned in that sector;
- d) unless there is an agreement to the contrary between the Board and the employee, the Board shall not assume the costs of storing furniture with relatives or friends or with persons who do not have a furniture storage business on a regular basis;
- e) the insurance costs related to the storage of furniture shall be borne by the employee.

6-6.11

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

6-6.12

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

Outings**6-6.13**

The fact that the spouse is an employee of the public and parapublic sectors shall not have the effect of granting the employee more paid outings than that prescribed in this agreement.

6-6.14

- A) In proportion to the duration of his or her assignment in one of the sectors described in clause 6-6.01, the Board shall assume for the employee recruited from more than fifty (50) kilometres from the locality where he or she performs his or her duties for the expenses inherent to three (3) outings per year for the employee and his or her dependents up to the point of departure, unless he or she agrees with the Board on a different arrangement.
- B) The expenses borne by the Board under this clause shall cover the return trip from the place of assignment to the employee's point of departure.
- C) In the case of the employee recruited outside Québec, the expenses must not exceed the lesser of the following amounts:
 - 1) either 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 Montreal.
- D) In all cases, the expenses shall be borne or reimbursed by the Board upon presentation of supporting vouchers by the employee.
- E) The point of departure shall not be modified due to the fact that the regular employee who was laid off because of surplus of personnel and is subsequently rehired chose to remain in the territory during the period of unemployment.

6-6.15

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

6-6.16

In the cases prescribed in paragraph A) of clause 6-6.14, one (1) outing may be used by a nonresident spouse or dependent child or by his or her father or mother or brother or sister, to visit the employee.

6-6.17

An employee shall be reimbursed, upon presentation of supporting vouchers, for the cost of transporting his or her personal effects and those of his or her dependents up to a limit of forty-five (45) kilogram per person, once a year (return trip), for one of the outings prescribed in clause 6-6.14.

6-6.18

The Board shall pay the cost of the return flight for the employee or one of his or her dependents who must be urgently evacuated from his or her place of work in one of the localities mentioned in clause 6-6.01 for reasons of health, accident or a complication due to pregnancy. The employee must provide proof of the necessity of the evacuation. An attestation from the nurse or doctor 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 the return flight of the person who accompanies the person evacuated from the place of work.

6-6.19

Subject to special leave provisions, the Board shall grant an employee permission to be absent without salary to allow him or her to accompany one of his or her dependents who must be urgently evacuated under clause 6-6.18.

6-6.20

An employee originating from a locality situated at more than fifty (50) kilometres from his or her place of assignment who is hired locally and obtains the right to outings because he or she was cohabiting with an employee of the public or parapublic sector, shall continue to be entitled to outings prescribed in clause 6-6.14, even if he or she loses his or her status as a spouse within the meaning of clause 5-3.02.

Reimbursement of Transit Expenses**6-6.21**

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

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

Death of an Employee**6-6.22**

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

Lodging**6-6.23**

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

6-6.24

The rent charged to employees shall be determined hereinafter and are applied independently of the number of employees living therein. Thus, if two (2) employees share the same dwelling, the rate charged to each of them is equal to half the rate provided hereinafter.

The rates provided hereinafter shall apply and shall be deducted from each payment of salary. However, in the case of an employee who leaves his or her dwelling for the duration of his or her annual vacation, the rates shall not apply for the duration of his or her vacation if the Board uses the dwelling during that period.

Rent Deducted From Each Payment of Salary

Number of bedrooms in the dwelling	As of the date on which the agreement comes into force
1 bedroom	\$60.00
2 bedrooms	\$77.50
3 bedrooms	\$96.00
4 bedrooms	\$114.00

6-6.25

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

6-6.26

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

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

6-6.27

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

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

Food Transportation

6-6.28

The employee who must provide for his or her own food provisions in sectors I, II and III shall be reimbursed, upon presentation of supporting vouchers, for food transportation expenses up to the following weights:

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

For the purposes of applying this clause, a maximum of fifty percent (50%) of the weight allotted may be shipped by air cargo, the remainder must be shipped by parcel post.

It is agreed that the employee shall choose the supply centre but the costs reimbursed cannot be greater than the transportation cost between Montreal and the point of assignment.

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

The Board and the Union may agree on different terms and conditions for applying this clause.

6-7.00 PAYMENT OF SALARY

6-7.01

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

The employee shall receive his or her first pay at the latest one (1) month after his or her date of hiring.

6-7.02

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

- A) the name of the Board;
- B) the employee's surname and given name;
- C) the identification of the employee's class of employment;
- D) the number of hours paid at the regular rate;
- E) the number of hours paid at the overtime rate, if applicable;
- F) the gross salary and net salary;
- G) the premiums;
- H) the union dues;
- I) the income tax deductions;
- J) the contributions to the pension plan;

- K) the contributions to the Québec Pension Plan;
- L) the employment insurance contributions;
- M) the period concerned;
- N) the deductions for a credit union, if applicable;
- O) the accumulation of earnings and deductions.

6-7.03

The Board and the Union may also agree, in writing, on a different method of payment from that described in clause 6-7.01. The Board and an employee may agree in writing on a method of payment different from that described in clause 6-7.01, such as credit transfer.

6-7.04

If the Board pays an employee more money than he or she should have received, without the employee being at fault, the Board shall reach an agreement with the employee regarding the method of reimbursement. To this effect, the Board shall inform the employee concerned that he or she may be accompanied by his or her union delegate. Failing agreement, the Board shall be required to deduct from the employee's regular salary an amount not exceeding ten percent (10%) of his or her gross salary per pay period.

However, the maximum amount per pay period may be exceeded in order to ensure total reimbursement of the employee's debt over a period of twelve (12) months from the first payment.

Should the employee permanently leave the Board, the Board shall have the right to recover the total amount concerned from the amounts owing to the employee.

6-7.05

If, due to an error, the Board fails to pay an employee on the date foreseen or pays an amount which is less than the amount due, the Board shall, following a request from the employee concerned, take without delay the necessary interim measures for the payment of the amounts due.

6-7.06

The Board shall give an employee a signed statement of the amounts owing in salary and fringe benefits within thirty (30) days of his or her departure.

The Board shall give or forward to the employee his or her paycheque including his or her fringe benefits within thirty (30) days of his or her departure.

6-7.07

The Board shall inform the employee in writing of the amount collected in his or her name from the Commission de la santé et de la sécurité du travail (CSST).

6-7.08

The Board shall indicate on the T-4 and Relevé 1 forms the total amount paid by an employee as union dues during the corresponding calendar year.

CHAPTER 7-0.00 MOVEMENT OF PERSONNEL AND SECURITY OF EMPLOYMENT**7-1.00 VACANT POSITIONS****7-1.01**

When a position becomes vacant, the Board shall have a sixty (60)-day period in which to decide whether to abolish or modify the position. If the position is abolished or modified, the Board shall inform the Union of its decision within fifteen (15) days.

7-1.02

The Board may assign all or part of the functions and duties of an abolished or modified position to other employees. The assignment cannot entail an excessive workload nor a danger to health and safety. When the abolishment of a position causes the employee to principally and customarily perform duties which correspond to a class of employment different from his or her own, this must be the subject of a written agreement between the Board and the Union and, in this case, clause 6-1.03 shall apply.

Failing agreement, the employee shall be entitled to the grievance procedure prescribed in clause 6-1.07. However, in the event of arbitration, clause 6-1.15 shall apply and the arbitrator shall carry out the mandate conferred under clauses 6-1.03, 6-1.07 and 6-1.09.

7-1.03

Subject to article 7-3.00, when the Board decides to fill a position, permanently vacant or newly created, other than a position of a temporary nature, it shall proceed in the following manner:

- A) It shall fill the position by choosing in the same class of employment from among the employees in surplus and the support staff members in surplus in its employ or from among the tenured employees and the support staff in its employ who have a right to return under article 7-3.00 or clause 7-8.20.
- B) It shall fill the position by choosing, regardless of the class of employment, from among the employees in surplus and the support staff members in surplus in its employ.
- C) It shall offer the position to its employees by means of a posting in accordance with clause 7-1.04.
- D) It shall fill the position by choosing from among its laid off regular employees or those referred to in article 7-7.00 registered on the lists of the Regional Placement Bureau.
- E) It shall fill the position by choosing from among the regular employees laid off for under two (2) years and who, immediately prior to being laid off, held a part-time position and had completed two (2) years of active service with the Board.
- F) It may fill the position by choosing from among the managerial staff on availability in its employ.
- G) It shall fill the position by choosing from among temporary employees who are eligible or registered on the priority of employment list and have the equivalent of two (2) work years on a full-time basis by taking into account the regular workweek defined in clause 8-2.01 and excluding, for each year, twenty (20) days of vacation and the paid legal holidays under article 5-2.00.
- H) It may fill the position by choosing from among the temporary employees who have completed at least six (6) months of service with the Board within a twelve (12)-month period and who have the qualifications required and meet the other requirements determined by the Board.
- I) It shall offer the position to the candidate of its choice.

7-1.04

The notice prescribed in paragraph C) of clause 7-1.03 shall include, among others, a brief job description, a summary of the work schedule, the class of employment, the salary scale or rate, the required qualifications and other requirements determined by the Board, the duration of the regular workweek, the name of the department or school, the deadline for applications as well as the name of the person to whom the application must be forwarded. The notice shall be posted for no less than ten (10) working days and forwarded to the Union.

Any employee interested or affected by the posting may apply for the position according to the method prescribed by the Board. An employee may also obtain, for information purposes, any additional information related to the job description from the person to whom the application must be forwarded.

For the purposes of this clause, Anglophone or Francophone employees in service on the date of the signing of the agreement shall not be required to have a working knowledge of Inuttitut to maintain their employment ties in a position they hold at the Board or in any other position which the employee could subsequently obtain with the Board and for which a working knowledge of Inuttitut was not a requirement at the time when the employee obtained the position.

In all cases where the Board determines requirements other than those prescribed in the Classification Plan, the requirements must be related to the position to be filled.

7-1.05

Within twenty (20) days¹ after the Board decides to fill a position, it must proceed with a posting.

Within twenty (20) working days¹ of the end of the posting period, the Board shall forward to the Union the names of the candidates and their seniority and shall indicate the candidate selected.

The employee selected must assume his or her duties within the next ten (10) working days. Failing this, the Board shall grant the employee the class of employment and the conditions related to the new position as if he or she had assumed his or her duties.

The preceding paragraph shall not apply to probationary employees. A probationary employee must complete his or her probation period before the appointment to his or her new position can take effect.

7-1.06

In the cases prescribed in clause 7-1.03, the employee or person concerned must have the required qualifications and meet the other requirements determined by the Board. The Board shall determine the means and methods for evaluating candidates.

When more than one employee possesses the required qualifications and meets the other requirements determined by the Board, the Board shall offer the position to the employee with the most seniority or, according to the duration of employment, in the case of employees registered on the priority of employment list.

In the case of the employees or persons referred to in paragraph A) of clause 7-1.03, the position shall be offered by order of seniority and the employee or person with the least seniority shall be required to accept it.

In the case of the employee referred to in paragraphs G) and H) of clause 7-1.03 who cannot keep his or her position during the probation period, he or she shall be deemed to remain a temporary employee without loss of rights and without having the effect of giving him or her an additional benefit.

¹ The days in the months of July and the Christmas holidays are not included in calculating the time limits prescribed in this article.

In this context, the employee concerned in the preceding paragraph is re-registered in the employment priority list according to the duration of employment he or she had, or he or she is re-established in the recognition of time worked for purposes of eligibility to be registered in the employment priority list, according to what he or she had accumulated before obtaining a position through the application of clause 7-1.03.

7-1.07

Clause 7-1.03 shall not apply when the Board decides to assign the vacant position to a beneficiary under the James Bay and Northern Québec Agreement.

In this case, if more than one candidate meets the requirements of the Board and possesses the qualifications required by the Classification Plan, the position shall be given, as a priority, to the candidate who is an employee or a member of the support staff employed by the Board; in this last case, the Board shall, in filling the position, take into account the respective seniority, experience and qualifications of the candidates.

7-1.08

In the case of an administrative reorganization, the Board and the Union may agree on particular rules for the movement of personnel. Failing agreement, this chapter shall apply.

7-1.09

As an exception to the provisions of clause 7-1.06, failing sufficient schooling, relevant experience shall compensate at the rate of two (2) years of relevant experience for each year of insufficient schooling, it being understood that, after deduction, the balance of the relevant years of experience to a candidate's credit must remain sufficient in order to meet the qualifications required for the class of employment with regard to experience. The exception shall apply to positions in the subcategory of paratechnical support positions, the category of administrative support positions and the category of labour support positions. However, the employees who already belong to the subcategory of technical support positions shall be considered as possessing the qualifications required for the class of employment they hold.

7-1.10

Any movement of staff resulting from the application of paragraphs B), D), E) and F) of clause 7-1.03 may not constitute a promotion nor result in assigning the person chosen a salary scale the maximum of which is greater than that of his or her salary scale prior to being placed in surplus or prior to benefiting from a status equivalent to that of an employee in surplus.

7-1.11

An employee's salary shall not be decreased as a result of a temporary assignment requested by the Board.

7-1.12

The regular employee who, at the Board's request, temporarily fills a position which would constitute a promotion for him or her if he or she were assigned to it on a regular basis, shall be paid in the same manner as he or she would be if he or she were promoted to the position, as of the first day of his or her temporary assignment.

When the assignment ends, the employee shall return to his or her regular position under the conditions and with the rights he or she had before his or her temporary assignment.

7-1.13

If, at any time during the three (3)-month adaptation period following any promotion, the Board determines that the employee does not perform his or her duties adequately, it shall notify the Union and shall reinstate the employee in his or her former position. In the case of a grievance submitted to arbitration, the burden of proof lies with the Board.

An employee who has been promoted within the Board may decide to return to his or her former position within thirty (30) days of his or her promotion.

The application of the preceding paragraphs shall entail the cancellation of every movement of personnel resulting from said promotion and the employee concerned shall not be entitled to the income protection granted for a demotion; an employee may, in this context, again become available and be sent back to his or her original board, if applicable.

7-1.14

The employee assigned on a regular basis to a position shall receive the job title and salary associated with the position as of his or her assignment.

7-1.15

When the Board decides to fill a temporarily vacant position, it may, in order to temporarily fill the position, use the services of one or more employees in surplus or support staff members in surplus in its employ.

Failing this and if the duration foreseen for the temporary assignment is three (3) months or less, the following provisions shall apply: the Board may designate an employee of its choice who accepts to fill the position temporarily; if no employee accepts, the Board may designate the employee who is capable of filling the position and who has the least seniority. The assignment must not have the effect of causing the employee to hold two (2) positions at the same time. The Board may also establish a system whereby two (2) or more employees accept to fill the temporarily vacant position in turn within the same day or week.

However, failing to fill the position under the second paragraph, and if the duration of the temporary assignment exceeds ten (10) days but the duration foreseen for the temporary assignment is three (3) months or less, the Board shall fill the position temporarily under clauses 7-1.18 to 7-1.23. If no candidate meets the criteria for the position to be filled, clause 7-1.03 shall apply.

Failing to fill the position under the first paragraph and if the duration foreseen for the temporary assignment exceeds three (3) months, the Board shall fill the position temporarily, in the same class of employment, under the provisions of clauses 7-1.18 to 7-1.23. If no candidate meets the criteria of the position to be filled, clause 7-1.03 shall apply.

When the Board has particular work to be performed during a temporary increase in workload, it shall apply the above.

The Board may at any time replace a temporary employee with a beneficiary of the James Bay and Northern Québec Agreement hired for that purpose.

7-1.16

Following an agreement with the Union and notwithstanding the provisions of this chapter, the Board may, at any time, reassign an employee for administrative reasons from one department or school to another, within the same department or school or from a department to a school or vice versa. The reassignment shall be carried out within the same class of employment and in the locality¹ where the employee concerned is assigned on a regular basis.

¹ Within the meaning of article 7-3.00

7-1.17

As a specific exception, when under paragraph C) of clause 7-1.03 an employee who holds a part-time position obtains a full-time position, the period of time constituting active service during which the employee occupied a part-time position with the Board shall then be recognized for the purposes of acquiring tenure.

The same shall apply for the purposes of applying paragraph E) of clause 7-1.03 to a regular employee who is laid off and who had a part-time position before his or her layoff and who obtains a full-time position.

In the context of paragraph C) of clause 7-1.03, this clause can apply only after the three (3)-month adaptation period prescribed in clause 7-1.13.

Priority of Employment Lists**7-1.18**

When the Board decides to fill a temporarily vacant position within the meaning of clause 7-1.15, it shall offer the position to an employee, according to the duration of employment, from among those who are registered on the priority of employment list and who have the qualifications required for the position under the Classification Plan and who meet the other requirements determined by the Board.

7-1.19

The duration of employment shall be calculated in years, months, days and, where applicable, hours.

7-1.20

A priority of employment list shall be drawn up for each category of employment: paratechnical and technical support, administrative support and labour support. The name of an employee may not be entered on more than one list.

7-1.21

To be eligible for a priority of employment list, the employee must meet the following criteria:

must have worked in the context of a replacement or a temporary increase in work for at least four (4) months during the last twelve (12) months, must have received a satisfactory evaluation and whom the Board decided to include on the list.

7-1.22

The name of an employee may be removed from the priority of employment list for one of the following reasons:

- A) the refusal of an offer of employment except for:
 - a) a maternity leave, a leave for adoption or a paternity leave covered by the Act respecting labour standards;
 - b) a disability or work accident within the meaning of the agreement;
 - c) a position within the Centrale des syndicats du Québec, the Fédération du personnel de soutien scolaire or the Union;
 - d) a reason agreed to by the Board and the Union;
 - e) an offer of employment necessitating his or her moving;

- B) the failure to be present at work on the date agreed to by the employee and the employer without a reason deemed valid by the Board;
- C) the acquisition of a full-time position;
- D) not having worked for eighteen (18) months.

7-1.23

The lists shall be updated on July 1 of each year according to the duration of employment accumulated on June 30 of each year. A copy shall be sent to the Union before July 31.

7-1.24 Procedure for Filling a Specific Position

Before creating a specific position, the Board must consult the Union. The consultation must deal with the nature, the duration and the staff required for the project as well as the source of financing. When the Board decides to fill a specific position, it shall proceed as follows:

- a) it shall fill the position with a beneficiary under the James Bay and Northern Québec Agreement who has the qualifications required under the Classification Plan and who meets the other requirements determined by the Board.

If more than one candidate has the qualifications required under the Classification Plan and meets the other requirements determined by the Board, the position shall be granted, as a priority, to the candidate who is an employee and shall take into account seniority, experience and qualifications;

- b) failing this, it shall assign an employee in surplus;
- c) failing this, it shall post the position under clause 7-1.04 and shall offer the position by choosing from among the regular employees who have applied for the position;
- d) failing this, it shall fill the position by choosing from among the laid off regular employees or those referred to in subparagraph f) of paragraph B) and subparagraph f) of paragraph C) of clause 7-7.06 and who are registered on the lists of the Regional Placement Bureau;
- e) failing this, it shall proceed in the manner described in clause 7-1.18;
- f) it shall offer the position to the candidate of its choice.

The regular employee assigned to a specific position shall continue to hold his or her original position during the first twenty-four (24) months, subject to the application of articles 7-3.00 and 7-7.00.

When the Board decides to fill a temporarily vacant position because the incumbent is assigned to a specific position, it shall proceed in the manner described in clause 7-1.15.

In the context of this clause, the employee or person concerned can obtain the specific position only if he or she has the required qualifications and meets the other requirements determined by the Board.

7-2.00 TEMPORARY OR PERIODIC LAYOFF

Section I Temporary Layoff

7-2.01

The employee whose nature of work is such that he or she must be temporarily laid off because of the cyclical slowdown or the seasonal shutdown of activities in his or her sector shall not benefit from the provisions of article 7-3.00.

However, article 7-3.00 shall apply to an employee whose position is abolished under that article.

Furthermore, when a position which is not of a cyclical or seasonal nature so becomes, the employee concerned shall benefit, at his or her choice, either from article 7-3.00 or this article.

7-2.02

After consulting the Union, before May 1 of each year, the Board shall establish the approximate duration of temporary layoffs and the order in which they shall be carried out.

The duration of a temporary layoff must not, except for cafeteria personnel, exceed a period of eleven (11) weeks.

In the case of cafeteria personnel, the temporary layoff period cannot exceed a period of twenty-one (21) weeks.

7-2.03

At least one (1) month before the effective date of the layoff, the Board shall inform each of the employees concerned of the date and approximate duration of their temporary layoff and of the provisions of clause 7-2.04. A copy of the notice shall be sent to the Union at the same time.

7-2.04

Subject to the provisions of the first paragraph of clause 7-1.15, every employee who is temporarily laid off shall be given priority to fill, during that period, any temporary position situated in the locality¹ where he or she is normally assigned when he or she is not laid off. In order to benefit from the priority, the employee could inform the Board, in writing, of his or her intention to accept the position that could be offered to him or her within five (5) working days of receiving the notice prescribed in clause 7-2.03. The employee must, moreover, possess the qualifications required. He or she shall receive the salary rate of the position he or she fills temporarily.

7-2.05

Subject to article 7-3.00, the employee shall be reinstated in his or her regular position at the end of the temporary layoff period.

7-2.06

Moreover, the employee who is temporarily laid off under this article shall be covered by the following provisions:

- A) he or she shall benefit, during the temporary layoff period, from the health and life insurance plans, provided that he or she pay his or her share of the annual premium during his or her period of active service;
- B) in order to determine the vacation credit prescribed in clauses 5-6.10 and 5-6.11, the employee shall be considered in the employ of the Board during the temporary layoff period.

Section II Periodic Layoff

7-2.07

The periodic layoff associated with a position cannot circumvent the application of article 5-2.00 to the Christmas holidays.

¹ Within the meaning of article 7-3.00

7-2.08

A periodic position does not include a temporary layoff within the meaning of article 7-2.00. Consequently, the periodic layoff cannot correspond to the period prescribed in the second paragraph of clause 7-2.02.

7-3.00 SECURITY OF EMPLOYMENT**7-3.01**

The Board may only abolish positions, other than vacant positions, once per fiscal year, at a date determined by the Board between July 1 and September 1.

However, the Board may in exceptional instances abolish positions on other dates in the course of a fiscal year in order to meet administrative or pedagogical requirements which could not be reasonably foreseen at the time when the Board abolished or could abolish a position under the preceding paragraph.

7-3.02

The Board may assign all or part of the functions and duties of an abolished position to other employees. Such an assignment may not cause employees to have an excessive workload nor create a danger to their health and safety.

7-3.03

When the Board intends to abolish a position under clause 7-3.01, it shall inform the Union of:

- A) the position deemed to be surplus;
- B) the name and the status of the person holding the position deemed to be surplus;
- C) the planned date on which the position shall be abolished.

The employee whose position is abolished shall, according to his or her status, be reassigned to another position, laid off, placed in surplus or his or her employment shall terminate according to the following provisions.

7-3.04

The Board must consult the Union on whether the reasons for abolishing a position are well-founded at least sixty (60) days before the effective date on which the position is abolished.

Following the consultation:

- A) The Board shall identify the positions it is abolishing.
- B) The Board shall inform, in writing, the Union and the employee whose position is abolished at least forty-five (45) days before the effective date on which the position is abolished and shall indicate to the employee his or her options under clauses 7-3.05 and 7-3.06; the employee must convey his or her decision in writing within three (3) days of receiving the notice. The Board and the Union may agree that the employees' choices be conveyed to the Board at a meeting of the employees concerned.

For every other employee having a choice to make under clauses 7-3.05 and 7-3.06, the Board shall inform him or her of his or her options under clauses 7-3.05 and 7-3.06 and the employee shall convey his or her decision to the Board within the time limit prescribed in the preceding paragraph.

- C) The regular employee who must be laid off or placed in surplus shall receive a prior notice of at least thirty (30) days before the effective date on which the position is abolished.

- D) Notwithstanding the foregoing, in the case of a position abolished under the second paragraph of clause 7-3.01, the forty-five (45)-day notice prescribed in the preceding paragraph B) shall be replaced by a thirty (30)-day notice and the notice prescribed in the preceding paragraph C) shall be replaced by a fifteen (15)-day notice.
- E) The employee on probation whose employment is terminated shall receive a notice equal in duration to at least one (1) pay period.
- F) All movements of personnel resulting from the application of clauses 7-3.05 and 7-3.06 shall take effect on the effective date on which the position is abolished.

7-3.05

Subject to clause 7-3.06, the following provisions shall apply to the employee whose position is abolished as well as to the employee who is displaced:

- A) if he or she is a probationary employee, the Board shall terminate his or her employment as of the date on which his or her position is abolished or he or she is displaced;
- B) if he or she is a nontenured regular employee:
 - 1) the employee shall be reassigned to a permanently vacant position in his or her class of employment in his or her locality, subject to the application of paragraphs A) and B) of clause 7-1.03;
 - 2) failing this, the employee shall choose between being reassigned, subject to the application of paragraphs A) and B) of clause 7-1.03, to a permanently vacant position in another class of employment in his or her locality, or displacing the employee with the least seniority in a position in his or her class of employment in his or her locality;
 - 3) failing this, the employee shall displace the employee with the least seniority in a position in another class of employment in his or her locality;
 - 4) failing this, the employee shall be laid off as of the effective date on which his or her position is abolished.
- C) if he or she is a tenured employee:
 - 1) the employee shall be reassigned to a permanently vacant full-time position in his or her class of employment in his or her locality. This reassignment shall take place prior to applying clause 7-1.03;
 - 2) failing this, the employee shall choose either to be reassigned to a permanently vacant full-time position in another class of employment in his or her locality, notwithstanding clause 7-1.03 or to displace the employee with the least seniority in a full-time position in his or her class of employment in his or her locality;
 - 3) failing this, the employee shall displace the employee with the least seniority in a full-time position in another class of employment in his or her locality;
 - 4) failing this, the employee shall be placed in surplus.

The probationary employee who, through the application of paragraph A) of this clause, cannot keep his or her position during the probation period, shall be deemed to remain a temporary employee without loss of rights and without having the effect of giving him or her an additional benefit.

In this context, the employee concerned in the preceding paragraph is re-registered in the employment priority list according to the duration of employment he or she had, or he or she is re-established in the recognition of time worked for purposes of eligibility to be registered in the employment priority list, according to what he or she had accumulated before obtaining a position through the application of clause 7-1.03.

7-3.06

In the cases prescribed in clause 7-3.05:

- A) the vacant position referred to is the one the Board intends to fill;
- B) the employee referred to must possess the required qualifications and meet the other requirements determined by the Board;
- C) if the tenured employee who displaces does not meet the requirements of the Classification Plan or the particular requirements determined by the Board for the position of the employee who has the least seniority in his or her class of employment in the locality where the displacement is carried out, he or she must then displace the employee who has the least seniority in the locality in the class of employment where the displacement is carried out and who holds a position for which he or she meets not only the requirements of the Classification Plan but also the particular requirements determined by the Board;
- D) if a position has requirements determined by the Board other than the qualifications required by the Classification Plan, the requirements shall be taken into account before seniority;
- E) an employee may only displace another employee who has less seniority than him or her; for this purpose, the tenured employee shall be deemed to have more seniority than the nontenured employee.

Furthermore, the tenured employee who is a beneficiary under the James Bay and Northern Québec Agreement shall be deemed to have more seniority than the tenured employee who is not a beneficiary under the James Bay and Northern Québec Agreement and the nontenured employee who is a beneficiary under the James Bay and Northern Québec Agreement shall be deemed to have more seniority than the nontenured employee who is not a beneficiary under the James Bay and Northern Québec Agreement;

- F) only an employee holding a position within the meaning of clause 1-2.25 may be displaced;
- G) a movement of personnel in the context of clause 7-3.05 or this clause cannot entail a promotion;
- H) when an employee is demoted, his or her salary shall be determined under clause 7-3.08;
- I) the salary of the nontenured regular employee who is demoted shall be determined under paragraph B) of clause 6-2.15;
- J) in the case where, an employee is required to displace, under clause 7-3.05, an employee in his or her class of employment whose position was affected by a technological change or a change of software during the two (2) years preceding the effective date of the displacement, the following conditions shall apply:
 - when the particular requirements to fill the position are related exclusively to the technological changes or changes of software, the employee may not be prevented from obtaining the position for the sole reason that he or she does not meet the particular requirements;
 - the employee shall participate in activities that will enable him or her to meet the particular requirements.

7-3.07

If, as a result of the application of clause 7-3.05 or 7-3.06, an employee who holds a part-time position displaces an employee who holds a full-time position, he or she shall acquire tenure if he or she has at least two (2) years of active service. As an exception and in this case only, active service acquired as a part-time employee shall be taken into account.

7-3.08

The tenured employee who has no other choice but to be assigned to a position which constitutes a demotion for him or her, either as a result of the application of paragraph B) of clause 7-1.03, clause 7-3.05, clause 7-3.06 or subparagraph a) of paragraph B) of clause 7-3.16 shall maintain his or her class of employment and the salary related thereto.

This shall also apply to the tenured employee who has been demoted as a result of the application of paragraph b) of clause 7-1.03, clause 7-3.06 or paragraph a) of clause 7-3.15 of the 1983-1985 agreement or paragraph b) of clause 7-1.03, clauses 7-3.06 and 7-3.07 and paragraph a) of clause 7-3.22 of the 1986-1988 agreement.

7-3.09

The employee mentioned in the preceding clause shall benefit from a right to return to a vacant or a newly created position in his or her class of employment that the Board decides to fill or to a newly created position under paragraph A) of clause 7-1.03.

7-3.10

When, as a result of the application of clause 7-3.05 or 7-3.06 of the agreement, a tenured employee has no other choice but to be reassigned to a position with fewer working hours than his or her regular workweek, he or she shall be deemed to be reassigned on a temporary basis and the reassignment shall last until the Board assigns him or her, notwithstanding clause 7-1.03 and article 7-3.00, to a vacant or a newly created position in his or her class of employment or in the class of employment to which he or she has been reassigned, if he or she has been demoted, with a number of working hours at least equal to his or her regular workweek. At the time of the reassignment on a temporary basis, it shall be up to the Board to complete the work schedule of the employee with support staff duties related to his or her qualifications.

The application of the preceding paragraph shall not have the effect of having a split schedule or a shift change imposed on the employee.

This clause shall also apply to the employee who, as a result of the application of clause 7-3.09, obtains a position with fewer working hours than his or her regular workweek.

The tenured employee who, at the time of the coming into force of the agreement, was entitled to the income protection referred to in paragraph b) of clause 7-3.13 of the 1983-1985 agreement or that which is referred to in clause 7-3.16 of the 1986-1988 agreement, shall continue to be entitled to it, according to the conditions and the duration specified therein.

7-3.11

As long as he or she is still considered reassigned on a temporary basis, the employee referred to in the preceding clause shall also benefit from the right to return mentioned in clause 7-3.09 to a position with working hours at least equal to his or her regular workweek prior to his or her reassignment.

7-3.12

In the case where, under clauses 7-3.05 and 7-3.06, a tenured employee has no other choice but to be reassigned to a full-time position of a cyclical or seasonal or periodic nature, he or she shall be entitled to the following income protection:

he or she shall retain the remuneration determined on the basis of his or her salary rate and the number of regular working hours applicable immediately prior to his or her assignment, for as long as the remuneration resulting from the new position is lower;

however, the difference between the remuneration resulting from the new position and that determined immediately prior to his or her assignment shall be paid in a lump sum spread over each of his or her pays; the amount shall be reduced as the employee's salary progresses.

7-3.13

The employee referred to in the preceding clause shall also benefit from the right to return mentioned in clause 7-3.09 to a full-time position which is not of a cyclical or seasonal nature.

7-3.14

When an employee refuses to accept a position offered to him or her, in the locality where he or she is assigned, in the context of the right to return, from which he or she benefits under clauses 7-3.09, 7-3.11 or 7-3.13, as the case may be, he or she shall then lose all the benefits inherent to such a right; the provisions concerning voluntary demotion prescribed in clause 6-2.15 shall apply to the employee for whom the reassignment giving rise to his or her right to return constituted a demotion; moreover:

- A) if he or she is an employee referred to in clause 7-3.10, he or she shall no longer be reassigned on a temporary basis, it shall no longer be up to the Board to complete his or her work schedule and he or she shall then be remunerated according to the hours actually worked;
- B) if he or she is an employee referred to in clause 7-3.12, he or she shall no longer benefit from the second and third paragraphs of clause 7-3.12 and shall be remunerated according to the hours actually worked.

7-3.15 Measures to Reduce the Number of Employees in Surplus**A) Preretirement**

For the purpose of reducing the number of employees in surplus, the Board shall grant a preretirement leave under the following terms and conditions:

- a) the preretirement leave is a leave of absence with salary for a maximum period of one (1) year; during the leave, the employee shall not be entitled to any of the benefits of the agreement except for the health and life insurance plans, provided that he or she pay at the beginning of the leave, the entire amount of the premiums required plus tax, where applicable;
- b) the preretirement leave shall count as a period of service for purposes of the pension plan covering the employee concerned;
- c) only an employee who would be entitled to retire at the end of the leave of absence but who would not have reached the normal retirement age (65 years) during the leave or who would not be entitled to a full pension during the leave is eligible;
- d) at the end of the leave with salary, the employee shall be considered as having resigned and he or she shall be pensioned off;
- e) the leave shall permit the reduction of the number of employees in surplus.

B) Severance Pay

The Board shall grant severance pay to a tenured employee if his or her resignation allows the reassignment of an employee in surplus. Acceptance of severance pay shall cause the employee to lose his or her tenure.

The Board may also grant severance pay to a tenured employee in surplus who chooses to resign. The Board shall grant severance pay to a tenured employee in surplus who refuses a position offered by the Board if the position is situated in an Inuit community and if the refusal entails the employee's resignation. In these cases, the employee concerned shall lose his or her tenure.

Severance pay shall equal one (1) month of salary per complete year of service at the time when the tenured employee resigned from the Board. Severance pay shall be limited to a maximum of six (6) months' salary. For the purpose of calculating severance pay, the salary shall be the salary the employee concerned received when he or she resigned from the Board.

The employee who receives severance pay may not be hired in the education sector during the year following that in which he or she received it, unless the severance pay is reimbursed. Severance pay may not be granted to an employee who has already received severance pay from an employer in the education sector nor to the employee who resigns because he or she refused a position.

C) Transfer of Rights

When an employee who is not in surplus is hired by another school board and his or her resignation allows the reassignment of an employee in surplus, he or she shall transfer to his or her new employer his or her status of employee, tenure, seniority, bank of nonredeemable sick-leave days, salary step and date of advancement in step.

D) Voluntary Relocation Premium

The employee placed in surplus who accepts, with another employer in the education sector, a position at more than fifty (50) kilometres by road from his or her domicile and from his or her place of work at the time of his or her placement in surplus shall be entitled to a voluntary relocation premium, if the relocation requires his or her moving.

The voluntary relocation premium shall be equal to four (4) months' salary if the relocation takes place in the territory of regional office 1, 8 or 9 and originates from the territory of a regional office other than that of his or her new place of work. In other cases, the voluntary relocation premium shall equal two (2) months' salary.

The Board shall also grant the voluntary relocation premium to the tenured employee who is not in surplus but whose relocation allows the reassignment of an employee in surplus to another employer in the education sector.

The relocated employee shall transfer to his or her new employer his or her status, tenure, seniority, bank of nonredeemable sick-leave days, salary step and date of advancement in step.

The employee relocated under paragraph D) who is required to move, shall benefit from the Board or, where applicable, from another school board which hires him or her, from the provisions of Appendix II under the terms and conditions prescribed therein.

Moreover, the employee shall be entitled to:

- 1) a maximum of three (3) working days without loss of salary to find a dwelling. The three (3)-day maximum shall not include the duration of the return trip;
- 2) a maximum of three (3) working days without loss of salary to cover the moving and settling into a new dwelling.

7-3.16 Rights and Obligations of Employees

A) Rights of Employees

- a) For as long as an employee remains in surplus, his or her salary shall progress normally.
- b) When the employee in surplus accepts a position with another school board under this clause, the employee shall not undergo a probation period.

- c) When an employee is relocated under this clause, he or she shall transfer to his or her new employer his or her status of regular employee or, as the case may be, his or her tenure, seniority, bank of nonredeemable sick-leave days, salary step and date of advancement in step.
- d) The employee relocated as a result of the application of paragraph D) of clause 7-3.15 or subparagraph e) of paragraph B) of this clause and who is required to move shall benefit from the Board or, where applicable, from another school board which hires him or her, from the provisions of Appendix II under the terms and conditions prescribed therein, provided that the allowances prescribed in the federal mobility assistance program to look for employment do not apply.

B) Obligations of Employees

- a) An employee in surplus with the Board who is offered a full-time position with the Board must accept it. If the position offered is situated in a school, the Board must obtain the approval of the local Education Committee.

The employee who holds a periodic position, at the time of his or her placement in surplus, must accept a position in which the regular work year is at least equal to his or her own at the time of his or her placement in surplus. If the position offered is situated in a school, the Board must obtain the approval of the local Education Committee.

Moreover, the employee in surplus to whom the Board or another employer in the education sector is offered a full-time position within a fifty (50)-kilometre radius by road from his or her usual place of work or residence at the time of his or her placement in surplus must accept it in the following situations:

- 1- in the case of an employee whose regular working hours were, when he or she was placed in surplus, less than the regular workweek:
 - if the regular working hours of the position offered by his or her Board or another employer in the education sector are at least equal to those of the position he or she held when he or she was placed in surplus;
- 2- in the case of an employee whose regular working hours were, when he or she was placed in surplus, equal to or greater than his or her regular workweek;
 - if the regular working hours of the position offered by his or her Board or another employer in the education sector are at least equal to the regular workweek;
- 3- in the case of an employee holding, when he or she was placed in surplus, a periodic position:
 - if the regular working hours of the position offered by his or her Board or another employer in the education sector are at least equal to his or her own at the time of his or her placement in surplus.

The third paragraph of clause 7-3.16 B) a) applies as long as there are employees assigned in the city of Montréal.

In the cases where an employee must accept a position, he or she shall benefit from clauses 7-3.08 and 7-3.09, where applicable, and clause 7-3.14 applies.

An employee in surplus who willingly accepts any other position offered to him or her shall benefit, where applicable, from clauses 7-3.08, 7-3.09, 7-3.10 and 7-3.11, as the case may be, and clause 7-3.14 applies.

Failure to accept a position so offered within ten (10) days of the written offer shall constitute the employee's resignation.

- b) The employee in surplus must appear for an interview with another school board when the Regional Placement Bureau so requests. The employee who fails or neglects to comply with this obligation shall be deemed to have resigned.
 - c) The employee in surplus must provide, upon request, any information relevant to his or her security of employment.
 - d) As long as the employee remains in surplus, he or she shall be required to perform the support staff duties that the Board assigns him or her compatible with his or her qualifications, regardless of the certificate of accreditation, class of employment and work schedule which applied to the employee on the date of his or her placement in surplus.
 - e) The nontenured regular employee who has completed at least one year of active service as a regular employee and who is laid off as a result of the abolishment of a position shall remain on the lists of the Regional Placement Bureau for a maximum period of two (2) years. During that period, he or she must accept a written offer of employment which the Board or another school board in the territory of the same regional office could make him or her within ten (10) days of the written offer of employment. Failure to accept such a written offer of employment shall entail the removal of his or her name from the lists of the Regional Placement Bureau.
- C) Shall constitute prima facie proof for calculating the deadlines prescribed in this clause:
- a) the date of the signature of the employee or of a witness when the document is delivered by hand; or
 - b) the date of the signature of the post office receipt of the documents sent by registered mail; or
 - c) the date of the transmittal by fax;
 - d) the date of service by a bailiff.

Obligations of the Board

7-3.17

When the Board must proceed with a hiring to fill a vacant full-time position other than a temporarily vacant position, it may submit a request to the Regional Placement Bureau serving its territory and shall specify the class of employment and the requirements of the position to be filled.

The Board which hires a person referred by the Regional Placement Bureau shall recognize his or her status of regular employee or, as the case may be, his or her tenure, bank of nonredeemable sick-leave days, salary step, date of advancement in step and the seniority which he or she had upon his or her departure.

The Board must inform the Regional Placement Bureau of the names of the employees it is placing in surplus as well as the names of the nontenured regular employees who have completed at least one (1) year of active service whom it is laying off.

7-3.18

If another school board assumes the responsibility for instruction to children with social maladjustments or learning difficulties or for instruction to students of a given grade or option, under section 450 of the Education Act for the Native Cree, Inuit and Naskapi (R.S.Q., c. I-14), the regular employee or the tenured employee who would be affected by a reduction in personnel as regards the major portion of his or her work shall be required to transfer to the other school board.

However, with the agreement of the board which no longer provides the instruction, the regular employee or tenured employee may remain in the employ of that board provided that no layoff or placement in surplus of regular employees or tenured employees occurs because of the agreement.

However, as of the anniversary on which the responsibility for the instruction was assumed, the school board which assumed it may proceed with one or more layoffs or, as the case may be, one or more placements in surplus.

7-3.19

Upon request, the Regional Placement Bureau shall forward to the Union, a statement of the positions to be filled by means of hiring as well as a statement of the employees in surplus and of laid off regular employees registered on the lists; the lists shall be forwarded only if they are available.

7-3.20 Place of Work

For the purpose of applying article 7-3.00, a place of work means the place of work where an employee usually performs his or her duties; however, in the case where an employee usually performs his or her duties in several locations, the place of work means the location where he or she generally receives his or her instructions and where he or she must report on his or her activities.

For the purposes of applying article 7-3.00, Montréal and each of the Inuit communities where the Board provides instruction shall each constitute a distinct locality.

7-3.21

The employee who is a beneficiary under the James Bay and Northern Québec Agreement and who is placed in surplus under this article may inform the Board in writing, within fifteen (15) days following his or her placement in surplus, that he or she would accept to be assigned only to his or her locality of assignment in Nunavik. In this case, the employee concerned shall benefit from the following provisions:

- A) the Board and the Ministère on the one hand and the union group on the other hand shall form a committee to study the case of the employee referred to in this clause. The union group shall appoint a representative and the Board and the Ministère shall each appoint a representative to the committee. The management group shall have a right to veto on the committee;
- B) the committee may apply one of the following possible options with regard to the employee concerned, following consultation with him or her:
 - a) a retraining program for a maximum duration of one year to allow the employee concerned to fill a preidentified position with the Board in his or her locality of assignment in Nunavik, insofar as the position could be made available;
 - b) a retraining program of a maximum duration of one year to allow the employee concerned to fill a preidentified position with another employer in his or her locality of assignment in Nunavik, insofar as the position could be made available;
 - c) any other solution or program determined by the committee. Should more than one option be available, it shall be up to the employee to choose that which he or she finds most suitable among the options proposed by the committee.
- C) Under the application of subparagraphs a) or b) of paragraph B) above, the employee concerned shall remain in surplus for the duration of his or her retraining program, shall be required to follow this retraining program, and shall not be eligible for severance pay. Upon completion of the retraining program, the employee who did not successfully complete the program is presumed to have resigned from the Board and he or she shall lose all the benefits of the agreement. The employee who has successfully completed the retraining program must accept the preidentified position with the Board or another employer, as the case may be. In this latter case, his or her employment tie with the Board shall be severed and the employee concerned shall not be eligible for any severance pay.

- D) Under subparagraph c) of paragraph B) above, the committee shall determine the terms and conditions applicable to the employee.
- E) If the committee prescribed in paragraph A) does not apply one of the options prescribed in paragraph B) to the employee concerned, the following provisions shall then apply to the employee concerned:
- a) the employee shall remain in surplus and the provisions of clause 7-3.16 shall apply to him or her, except that the employee is required to accept only a full-time position with the Board situated in his or her locality of assignment in Nunavik;
 - b) if the employee concerned is not relocated to a full-time position with the Board within the year following his or her placement in surplus, his or her employment tie with the Board shall then be automatically severed and he or she shall then be eligible for severance pay as provided in paragraph B) of clause 7-3.15;
 - c) the regular tenured employee whose employment tie has been severed and who has received severance pay under subparagraph b) of this paragraph E) shall have a right to recall on the position he or she held in his or her locality of assignment in Nunavik at the time of his or her placement in surplus if the Board decides to recreate this position within twelve (12) months following the severance of his or her employment tie. In order to benefit from this right to recall, the employee concerned must reimburse, where applicable, the amount of the severance pay he or she received to the Board, less the amount corresponding to the total number of complete months elapsed between the date of severance of the employment tie and his or her recall.

7-4.00 PARTIAL DISABILITY

7-4.01

The tenured employee affected by a permanent partial physical disability and who is therefore unable to meet the requirements of his or her position may, under article 7-1.00, obtain another position provided that there is an available position that the Board intends to fill and that he or she possesses the required qualifications and meets the other requirements determined by the Board. He or she shall then receive the salary prescribed for his or her new position.

7-4.02

The right mentioned in the preceding clause may be exercised during the period during which the tenured employee benefits from the salary insurance plan prescribed in clause 5-3.32.

The right may also be exercised within twenty-four (24) months of the date on which the tenured employee is laid off by the Board, where applicable, as a result of his or her physical disability to meet the requirements of his or her former position. During the layoff, the tenured employee shall not receive any salary.

Upon termination of the twenty-four (24)-month period mentioned in the preceding paragraph, the Board may terminate the employee's employment.

7-4.03

As of the date on which the employee referred to in clause 7-4.01 becomes unable to meet on a permanent basis the requirements of his or her position, the position shall then be considered as permanently vacant unless it was abolished under article 7-3.00.

7-4.04

The Board and the Union may agree on other terms and conditions in order to modify a position or assign a position to an employee affected by a permanent partial physical disability, provided that this does not have the effect of modifying the provisions concerning security of employment.

7-4.05

This article, with the exception of the first paragraph of clause 7-4.02, shall apply to the tenured employee referred to in clause 7-8.18 of the agreement who was unable to resume a suitable position under clause 7-8.20.

7-5.00 CONTRACTING OUT**7-5.01**

Contracting out must not cause layoffs, placements in surplus or demotions involving a decrease in salary among the regular employees of the Board nor a reduction in a regular employee's hours.

At the Union's request, the Board shall inform the Union on an annual basis of the subcontracts of a continuous nature related to the classes of employment covered by the certificate of accreditation.

7-6.00 REPLACEMENT**7-6.01**

Notwithstanding the provisions of this chapter, the Board may place in surplus a tenured employee who is not a beneficiary under the James Bay and Northern Québec Agreement or lay off a nontenured employee who is not a beneficiary under the James Bay and Northern Québec Agreement, if a beneficiary under the James Bay and Northern Québec Agreement who possesses the required qualifications and meets the other requirements determined by the Board is hired by the Board to fill the position held by the employee who is not a beneficiary under the James Bay and Northern Québec Agreement.

When the Board decides to replace an employee who is not a beneficiary under the James Bay and Northern Québec Agreement by a beneficiary under the James Bay and Northern Québec Agreement, it shall offer the position, as a priority, under clause 7-1.06, to the employees already in its employ.

When the Board replaces an employee who is not a beneficiary under the James Bay and Northern Québec Agreement in a locality¹ determined by the Board, pursuant to the preceding paragraphs, the employee thus replaced is the employee who is not a beneficiary under the James Bay and Northern Québec Agreement and who has the least seniority in the locality¹ from among the employees who are not beneficiaries under the James Bay and Northern Québec Agreement in the locality¹ in the class of employment in which the replacement is carried out.

However, the replacement of an employee who is not a beneficiary under the James Bay and Northern Québec Agreement cannot be carried out in a locality¹ where there is a full-time vacant position in the class of employment in which the replacement is carried out and which the Board intends to fill.

7-6.02

The nontenured employee who is not a beneficiary under the James Bay and Northern Québec Agreement and who is replaced by a beneficiary under the James Bay and Northern Québec Agreement pursuant to clause 7-6.01 shall benefit from the provisions of paragraph A) or B) of clause 7-3.05 and, as the case may be, of clauses 7-3.06, 7-3.07, subparagraph e) of paragraph B) of clause 7-3.16 and of clause 7-3.20 as if his or her position had been abolished.

The name of the nontenured regular employee who is laid off in the context of a replacement carried out under this article shall be registered 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 by the Board or another employer in the education sector;

¹ Within the meaning of article 7-3.00

B) the anniversary date of the third year of his or her layoff.

7-6.03

The tenured employee who is not a beneficiary under the James Bay and Northern Québec Agreement and who is replaced by a beneficiary under the James Bay and Northern Québec Agreement pursuant to clause 7-6.01 shall benefit from the provisions of paragraph C) of clause 7-3.05 and of clauses 7-3.06 to 7-3.20 as if his or her position had been abolished.

7-7.00 MOVE

7-7.01

In the event of the move of a department, part of a department or several departments of the Board from Montréal to one of the communities situated in Nunavik, the procedure outlined in this article shall apply.

7-7.02

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

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

7-7.03

Employees affected by a move, as prescribed in this article, shall be on the date set for the move reassigned to a position in the same class of employment in the community situated in Nunavik to which their department or part of department is moving. The employee who accepts to be reassigned shall be reimbursed by the Board for the moving expenses prescribed in article 1, the second paragraph of article 2, articles 6 to 12 and article 14 of Appendix II under the conditions mentioned therein as well as in clauses 6-6.07 to 6-6.12.

7-7.04

The employee who does not wish to be reassigned pursuant to clause 7-7.03 must notify the Board to this effect in writing within ninety (90) days of the notice sent to him or her under clause 7-7.02. Failing to so notify the Board, the employee shall be reassigned pursuant to clause 7-7.03.

The regular employee who will have completed at least one year of active service as a regular employee on the date set for the move and who informs the Board that he or she does not wish to be reassigned shall be registered, as of that date, on the lists of the Regional Placement Bureau for a maximum period of three (3) years. During that period, he or she shall be obliged to accept a written offer of employment in Montréal that could be made to him or her by the Board or by another employer in the education sector if the position is situated within a fifty (50)-kilometre radius by road from his or her usual place of work or residence at the time when the employee informs the Board under the preceding paragraph, within ten (10) days of the written offer of employment. If he or she does not accept the written offer, his or her name shall be removed from the lists of the Regional Placement Bureau and the employee shall be considered as having resigned from the Board as of the refusal if he or she is still in the employ of the Board on that date.

7-7.05

After receiving the notice prescribed in clause 7-7.04:

- A) within thirty (30) days of the maximum time limit of ninety (90) days prescribed in clause 7-7.04, the Board shall provide the Union with the list of employees who have accepted to be reassigned to Nunavik and the list of employees who have refused to be reassigned to Nunavik as well as their options under clause 7-7.06;
- B) within fifteen (15) days of forwarding to the Union the list of employees who have accepted or refused to be reassigned and, at the request of the Union, the Board shall meet with it in order to consult it on the application of the movement of personnel ensuing from the application of clause 7-7.06;
- C) within sixty (60) days of the maximum time limit of ninety (90) days prescribed in clause 7-7.04, the Board shall inform the employee in writing of his or her options under clause 7-7.06;
- D) within fifteen (15) days of receiving the notice prescribed in the preceding paragraph, the employee shall convey his or her decision in writing to the Board.

Any other employee who has options under clause 7-7.06 must receive the notice prescribed in paragraph C) of this clause within thirty (30) days of the response prescribed in paragraph D) of this clause. The employee concerned shall convey his or her decision in writing to the Board within the time limit prescribed in paragraph D) of this clause.

7-7.06

The following provisions shall apply to the employee who refuses to be reassigned to Nunavik pursuant to clause 7-7.04 and to the employee who is displaced as a result of the application of this clause:

- A) if he or she is a probationary employee:
 - a) the Board shall terminate his or her employment as of the date on which his or her department is moving;
 - b) he or she shall receive a notice equivalent in duration to at least one pay period;
- B) if he or she is a nontenured regular employee:
 - a) if there is a vacant position in his or her class of employment 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 the vacant position, subject to the application of paragraphs A) and B) of clause 7-1.03;
 - b) failing this, he or she shall displace the employee with the least seniority in his or her class of employment in Montréal, but in another department or part of a department that is not moving;
 - c) failing this, if there is a vacant position in another class of employment 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 the position, subject to the application of paragraphs A) and B) of clause 7-1.03;
 - d) failing this, he or she shall displace the employee with the least seniority in another class of employment in Montréal, but in another department or part of a department that is not moving;
 - e) failing this, he or she shall be laid off as of the date on which his or her department is moving;

- f) subject to the second paragraph of clause 7-7.04, the employee shall benefit from the right to recall under paragraph D) of clause 7-1.03 and he or she shall be registered on the priority of employment list prescribed in clause 7-1.18.

Paragraphs B), C), D), E), F) and G) of clause 7-3.06, with the necessary changes, shall apply to paragraph B).

- C) if he or she is a tenured regular employee:

- a) If there is a full-time vacant position in his or her class of employment 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 the vacant position. The reassignment shall be carried out prior to applying clause 7-1.03;
- b) failing this, he or she may, at his or her choice, either displace the employee with the least seniority in a full-time position in his or her class of employment in Montréal, but in another department or part of a department that is not moving or receive the severance pay prescribed in the following subparagraph e);
- c) failing this, if there is a vacant full-time position in another class of employment in Montréal that the Board intends to fill but in another department or part of a department that is not moving, he or she may, at his or her choice, either be reassigned to the position or receive the severance pay prescribed in the following subparagraph e). The reassignment shall be carried out prior to applying clause 7-1.03;
- d) failing this, he or she shall, at his or her choice, either displace the employee with the least seniority in a full-time position in another class of employment in Montréal but in another department or part of a department that is not moving or receive the severance pay prescribed in the following subparagraph e);
- e) the employee who cannot benefit from the preceding provisions or who, as the case may be, chooses not to, and opts for the severance pay shall be laid off as of the date on which his or her department is moving and shall then receive severance pay equivalent to one (1) month's salary per complete year of service with the Board at the time when he or she is laid off under this subparagraph. Severance pay shall be limited to a maximum of twelve (12) months' salary. For the purpose of calculating the severance pay, the salary shall be the salary the employee receives when he or she is laid off under this subparagraph. The Board and the Union may agree on the terms and conditions for the payment of the severance pay.

Notwithstanding the foregoing, the employee who has fewer than five (5) complete years of service with the Board when he or she is laid off under this subparagraph e) shall receive severance pay equal to two (2) months' salary per complete year of service with the Board. In this case, severance pay shall be limited to a maximum of six (6) months;

- f) notwithstanding the preceding subparagraph e) and subject to clause 7-7.10, the employee who, on the date on which his or her position is moving to one of the locality situated in Nunavik, has five (5) years but fewer than ten (10) complete years of service with the Board may benefit from the provisions of paragraphs A), C) and D) of clause 7-3.15 and clause 7-3.16 as if he or she were in surplus for a period of one (1) year as of the date of his or her layoff under subparagraph e).

The employee who has ten (10) or more complete years of service with the Board may benefit from the provisions of paragraphs A), C) and D) of clause 7-3.15 and clause 7-3.16 as if he or she were in surplus for a period of two (2) years as of the date of his or her layoff under subparagraph e).

Failing to relocate the employee during the period he or she is placed in surplus, he or she shall be laid off and shall receive severance pay under the preceding paragraph.

Under this subparagraph f), the employee in surplus shall perform the duties of his or her class of employment.

Paragraphs B), C), D), E), F) and G) of clause 7-3.06, with the necessary changes, shall apply to paragraph C).

D) Salary Guarantee

- a) The employee who, in the context of this article, displaces another employee in a position which constitutes a demotion, shall retain the salary of his or her original class of employment for a period of three (3) years (thirty-six (36) months) from the date set for the move in accordance with the following provisions:
- 1- the positive difference between the salary of his or her new class of employment and the salary the employee concerned was receiving before the date set for the move shall be made up by a lump-sum amount spread over each pay;
 - 2- if the salary of the new class of employment is equal to or greater than the salary he or she was receiving on the date on which his or her position is moving, he or she shall subsequently receive the salary of his or her new class of employment;
 - 3- as of the fourth year (thirty-seventh (37th) month) of the date of the move of his or her position, the employee concerned may, at his or her choice, either remain in the employ of the Board and receive the salary of his or her new class of employment or receive the severance pay prescribed in subparagraph e) of the preceding paragraph C);
 - 4- notwithstanding the foregoing, the employee who displaces another employee and who subsequently accepts to be reassigned to one of the communities situated in Nunavik shall receive the salary of his or her class of employment in the community situated in Nunavik as of the date of the reassignment.
- b) Notwithstanding subparagraph e) of the preceding paragraph C), severance pay shall be calculated according to the salary of the original class of employment of the employee referred to in the preceding subparagraph a) at the time when he or she received a first notice under clause 7-7.02, taking into account the evolution of the salary either through advancement in step or an increase in the salary scale or both, if need be.

7-7.07

The Board undertakes to ensure the welcome in the Nunavik community concerned of the employee who moves as a result of the application of this article.

7-7.08

The regular employee who accepts to be reassigned to Nunavik under this article and who decides to return to his or her point of departure during the two (2) years of the reassignment shall be governed by the following conditions:

- A) He or she must notify the Board at least sixty (60) days before the anticipated date of his or her return.
- B) His or her return to his or her point of departure shall be at the expense of the Board.
- C) The Board may require the employee to reimburse the expenses paid under articles 9, 10 and 11 of Appendix II if his or her return takes place within the first three (3) months of his or her move to Nunavik.
- D) He or she shall lose the right to be reassigned to another position in Nunavik under clause 7-7.03.
- E) He or she shall be entitled, if need be, to the benefits prescribed in subparagraphs e) and f) of paragraph C) of clause 7-7.06.

The employee shall be registered on the list of the Regional Placement Bureau for a maximum of three (3) years as of the date of his or her return if he or she has completed at least one year of active service on that date.

7-7.09

This clause shall apply to the severance pay prescribed under subparagraph e) of paragraph C) of clause 7-7.06:

- a) an employee may receive the severance pay prescribed in this article only once;
- b) severance pay shall be paid provided that the employee not hold a position with an employer in the education sector for a one-year period as of the payment of severance pay. If the employee holds a position with an employer in the education sector, the Board may be reimbursed an amount equal to the severance pay received minus 1/12 of the severance pay in proportion to the time worked for every month he or she was not in the employ of an employer in the education sector during the year following his or her departure;
- c) the Board and the Union may agree on the terms and conditions for the payment of severance pay.

7-7.10

The following provisions shall apply to the period during which the employee is placed in surplus as prescribed in subparagraph f) of paragraph C) of clause 7-7.06:

- A) The employee placed in surplus under this clause may be assigned temporarily for the period during which he or she is placed in surplus to the same duties and responsibilities he or she performed before the move. The assignment shall in no way modify the employee's status nor prolong the period during which he or she is placed in surplus.
- B) The fact that an employee in surplus under this article may accept to temporarily hold his or her former position or any other position in one of the localities of Nunavik during the period he or she is placed in surplus shall not be considered as acceptance of a reassignment under this clause, shall in no way modify or prolong the period during which he or she is placed in surplus and shall not reduce the severance pay to which the employee is entitled under subparagraph e) of paragraph C) of clause 7-7.06.

For the duration of the temporary assignment, the employee shall benefit, in proportion to the duration of his or her assignment, from the provisions of article 6-6.00 except for paragraphs c) and e) of clause 6-6.07, clause 6-6.10 and paragraph f) of clause 6-6.07.

Notwithstanding the preceding paragraph, if the employee and the Board agree on a temporary assignment the duration of which exceeds eight (8) months, article 6-6.00 shall apply in its entirety.

7-7.11

With the consent of the Board, a regular employee who has completed at least one year of active service with the Board and who is not affected by the move may substitute himself or herself for an employee affected by the move.

The employee who substitutes himself or herself for an employee affected by the move shall be entitled to the benefits prescribed in subparagraph e) of paragraph C) of clause 7-7.06 as well as other benefits which could apply under clause 7-7.12.

The substitution shall take place provided that the following conditions are met:

- 1- The substitution must entail the definite departure of an employee.
- 2- The employee affected by the move for whom a substitution request is made must meet the requirements of the position to which he or she would be reassigned if the substitution is approved by the Board.

3- The employee affected by a substitution must give his or her consent.

The employee who wishes to substitute himself or herself for an employee affected by the move must submit a written request to the Board no later than October 1 of each year.

The Board shall analyze the request and shall meet with the employee who could be affected by a substitution. In the case where an employee meets all the requirements of the position concerned, seniority shall prevail. The Board shall inform the Union and the employees of its decision in writing.

7-7.12

Any agreement reached under this article must be the subject of a written agreement between the Board, the Union and the employee concerned, if need be.

7-8.00 WORK ACCIDENTS AND OCCUPATIONAL DISEASES

7-8.01

The following provisions shall apply to the employee who suffers a work accident or incurs an occupational disease covered by the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001).

7-8.02

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

Definitions

7-8.03

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

- A) work accident: a sudden and unforeseen event, attributable to any cause, which happens to an employee, arising out of or in the course of his or her work and resulting in an employment injury to him or her;
- B) consolidation: the healing or stabilization of an employment injury following which no improvement of the state of health of the injured employee is foreseeable;
- C) suitable employment: appropriate employment that allows an employee who has suffered an employment injury to use his or her remaining ability to work and his or her vocational qualifications, that he or she has a reasonable chance of obtaining, and the working conditions of which do not endanger the health, safety or physical well-being of the employee, considering his or her injury;
- D) equivalent employment: employment of a similar nature to the employment held by the employee when he or she suffered the employment injury, from the standpoint of vocational qualifications required, 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 employee who suffers or contracts such injury or disease shall not be an employment injury unless it results in the employee's death or it permanently and severely affects his or her physical or mental well-being;

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

Miscellaneous Provisions

7-8.04

The employee must inform the Board of the details concerning the work accident or employment injury before leaving the establishment where he or she works, if he or she is able to do so or, if not, as soon as possible. Moreover, he or she shall provide a medical certificate to the Board 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.

7-8.05

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

7-8.06

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

7-8.07

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

The cost of transportation of the employee, if applicable, shall be assumed by the Board as long as it has not been assumed by another organization.

If possible, the employee shall choose the health establishment; if the employee is unable to express his or her choice, he or she must accept the health establishment chosen by the Board but may later be transferred to a health establishment of his or her choice.

The employee shall be entitled to receive care from the health professional of his or her choice.

7-8.08

Notwithstanding clause 5-3.38, the Board may, stating the reasons for doing so, require that an employee who has suffered an employment injury undergo an examination by a health professional that it designates in accordance with the law. The Board shall assume the cost of the examination and the travel expenses prescribed in clause 6-4.01.

Group Plans

7-8.09

The employee who suffers an employment injury entitling him or her to an income replacement indemnity shall remain covered by the life insurance plan prescribed in clauses 5-3.22 and 5-3.23 and by the health insurance plan prescribed in clause 5-3.24.

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

The waiver mentioned in the preceding paragraph shall no longer apply when the employment injury has consolidated or the employee is assigned temporarily as prescribed in clause 7-8.15.

7-8.10

In the case where the date of consolidation of the employment injury is prior to the 104th week following the date of the beginning of the continuous period of absence due to an employment injury, the salary insurance plan prescribed in clause 5-3.32 shall apply, subject to the second paragraph of this clause, if the employee is still disabled within the meaning of clause 5-3.03 and, in this case, the date of the beginning of the absence shall be considered as the date of the beginning of the disability for the purposes of applying the salary insurance plan, particularly clauses 5-3.32 and 5-3.45.

On the other hand, for the employee who would receive from the Commission de la santé et de la sécurité du travail an income replacement indemnity which is less than the benefit which he or she would have received as a result of the application of clause 5-3.32, the salary insurance plan prescribed in this clause shall apply to make up the difference if the employee is still disabled within the meaning of clause 5-3.03 and, in this case, the date of the beginning of the absence shall be considered as the date of the beginning of the disability for the purposes of applying the salary insurance plan, particularly clauses 5-3.32 and 5-3.45.

7-8.11

An employees' bank of sick-leave days shall not be reduced for the days for which the Commission de la santé et de la sécurité du travail has paid an income replacement indemnity until the employment injury has consolidated and for the absences prescribed in clause 7-8.24. This shall also apply to the part of the day on which the employment injury manifests itself.

Salary

7-8.12

For as long as an employee is entitled to the income replacement indemnity but no later than the date of consolidation of the employment injury he or she has suffered, 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, if need be; the net salary thus obtained shall be reduced by the income replacement indemnity and the difference shall be brought to a gross taxable salary on the basis of which the Board shall deduct all amounts, contributions and benefits required by law and the agreement.

For purposes of this clause, the salary to which an employee is entitled shall include the premiums for regional disparities prescribed in article 6-6.00, if applicable.

7-8.13

Subject to clause 7-8.12, the Commission de la santé et de la sécurité du travail shall reimburse the Board the amount corresponding to the income replacement indemnity of the Commission de la santé et de la sécurité du travail.

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

An employee who is required to appear before a review office, a medical arbitration board or the Commission des lésions professionnelles shall after having notified his or her immediate superior at least forty-eight (48) hours prior to the absence and submitting written proof to this effect be granted permission to the absent without loss of salary.

Right to Return to Work

7-8.14

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

7-8.15

If the employee's attending physician agrees, the Board may temporarily assign work to an employee while awaiting the employee to again become able to resume his or her position, an equivalent position or a suitable position, even if his or her employment injury has not consolidated, the foregoing as prescribed by law.

7-8.16

The employee whose employment injury has consolidated and who is again able to carry out the duties of the position he or she had prior to his or her absence shall be reinstated in his or her position.

7-8.17

The employee referred to in the preceding clause who is unable to return to his or her position either because it was abolished or the employee was displaced as a result of the application of the agreement shall be entitled to be reinstated in an available equivalent position that the Board intends to fill insofar as he or she is entitled to obtain the position as a result of the application of article 7-3.00 of the agreement.

7-8.18

An employee 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 a suitable available position that the Board intends to fill under clause 7-8.20.

7-8.19

The rights mentioned in clauses 7-8.16, 7-8.17 and 7-8.18 shall apply subject to article 7-3.00.

When the Board does not allow an employee to exercise the rights mentioned in clauses 7-8.16, 7-8.17 and 7-8.18 because the employee would have been displaced, placed in surplus, laid off, dismissed, fired or would have otherwise lost his or her employment had he or she been at work, the relevant provisions of the agreement shall apply as if the employee had been at work when those events occurred; moreover, the exercise of these rights cannot have the effect of cancelling or deferring any suspension imposed under article 8-4.00 of the agreement.

7-8.20

The exercise of the right mentioned in clause 7-8.18 shall be subject to the following terms and conditions:

- A) the position must be filled under clause 7-1.03 of the agreement, subject to any provision contained in this clause;
- B) the employee shall submit his or her application in writing;

- C) as of the first step prescribed in clause 7-1.03, the employee shall obtain the position if he or she has more seniority than the other employees or persons concerned;
- D) the employee must possess the required qualifications and meet the other requirements determined by the Board;
- E) access to the position by the employee cannot constitute a promotion, except in step C) of clause 7-1.03;
- F) the right of the employee can be exercised only during the two (2) years immediately following the beginning of his or her absence or in the year following the date of consolidation according to whichever date is later.

However, the Board and the Union may agree on terms and conditions for the exercise of the right mentioned in clause 7-8.18 other than those prescribed in this clause, provided that this does not have the effect of modifying the provisions concerning security of employment; notably, the Board and the Union may agree on a special movement of personnel concerning priority of employment.

7-8.21

The employee who obtains a position referred to in clause 7-8.18 shall benefit from an adaptation period of thirty (30) working days; at the end of that period, the employee cannot keep the position if the Board deems he or she is unable to perform his or her duties adequately.

When the employee is thus unable to keep his or her position, he or she shall again become eligible for a position under clause 7-8.18, as if he or she had never exercised the right mentioned in this clause.

7-8.22

The employee who obtains a position referred to in clause 7-8.17 shall receive the salary he or she had before suffering an employment injury.

7-8.23

The employee who obtains a position referred to in clause 7-8.18 shall receive the salary related to his or her new position or, in the case of a demotion, shall benefit from the provisions of paragraph B) of clause 6-2.15.

The amounts to be paid to the employee under paragraph B) of clause 6-2.15 shall be reduced by an amount equal to any income replacement indemnity paid to him or her.

7-8.24

Once the employee who has suffered an employment injury returns to work, the Board shall pay him or her his or her salary, as well as the premiums for regional disparities prescribed in article 6-6.00 of the agreement to which he or she is entitled, as the case may be, for each day or part of day during which he or she must be absent from work to receive treatment or undergo medical examinations related to the employment injury or to carry out an activity of his or her personal rehabilitation program.

CHAPTER 8-0.00 OTHER WORKING CONDITIONS**8-1.00 SENIORITY****8-1.01**

The employee who is in the service of the Board on the date of the coming into force of the agreement shall retain the seniority already acquired on that date according to the calculation prescribed in article 8-1.00 of the former collective agreement.

As of the date of the coming into force of the agreement, seniority shall be calculated under this article.

8-1.02

Seniority shall correspond to the period of employment of the regular employee, as of the commencement of employment in one of the positions of the classes of employment prescribed in the Classification Plan, with the Board or the school board or the school boards (institutions) to which the Board is the successor and it shall be expressed in years, months and days.

The seniority of a support staff member in the employ of the Board who is not covered by this agreement shall correspond to his or her period of employment with the Board. The seniority may be used to integrate a position for the purposes of the movement of personnel or reduction of personnel.

The seniority of an employee who belongs to a group of employees different from that mentioned above and who is integrated into a position belonging to one of the classes of employment prescribed in the Classification Plan and covered by accreditation shall correspond to his or her period of employment with the Board. However, the seniority cannot be used to integrate an employee into one of the classes of employment prescribed in the Classification Plan nor for the purposes of movement of personnel or staff reduction.

8-1.03

The regular employee shall retain and accumulate his or her seniority in the following cases:

- A) when he or she is in active service;
- B) when he or she is on a leave of absence with salary as prescribed in the agreement;
- C) when he or she is absent from work because of a work accident or an occupational disease;
- D) when he or she is absent from work because of an accident or illness other than a work accident or an occupational disease for a period not exceeding twenty-four (24) months;
- E) in the other cases where a provision of the agreement specifically provides for it;
- F) when he or she is on a leave of absence without salary for union activities or studies. However, if he or she applies for a vacant position during his or her leave and obtains it, he or she must return to work and his or her leave without salary shall then be cancelled, if it is for a period of more than four (4) months;
- G) when he or she is temporarily laid off due to a cyclical slowdown or seasonal shutdown of activities in his or her sector;
- H) during a leave prescribed in article 5-4.00;
- I) when he or she is on leave of absence without salary for a period of one (1) month or less.

8-1.04

The regular employee shall retain but not accumulate his or her seniority in the following cases:

- A) when he or she is on a leave of absence without salary for more than one (1) month, unless there is a specific provision to the contrary in the agreement;
- B) when he or she is laid off for a period not exceeding twenty-four (24) months;
- C) when he or she is absent from work because of an illness or accident other than a work accident or an occupational disease for more than twenty-four (24) months.

8-1.05

A regular employee shall lose his or her seniority in the following cases:

- A) when his or her employment is permanently terminated;
- B) when he or she is laid off for a period of over twenty-four (24) months;
- C) when he or she refuses or fails to return to work without a valid reason within the ten (10) days which follow a recall to work by registered letter or fax sent to his or her last known address.

8-1.06

Within sixty (60) days of the date of the signing of the agreement, the Board shall forward to the Union the list of seniority of employees recognized in the first paragraph of clause 8-1.01; the seniority indicated on the list and acquired as of the June 30 preceding the date of the coming into force of the agreement cannot be contested by means of a grievance, notwithstanding any provision to the contrary.

8-1.07

The Board shall post the list in its establishments for a period of forty-five (45) days.

8-1.08

Any alleged error in the seniority list may be the subject of a grievance which may be submitted to arbitration in accordance with the procedure for settling grievances and arbitration.

8-1.09

The posted seniority list shall become official upon the expiry of the posting period, subject to the changes resulting from a grievance submitted before the list becomes official. Any revision requested after the list becomes official cannot have any retroactive effect prior to the filing of a grievance concerning the list.

8-1.10

No later than November 30 of each year, the Board shall update the seniority list and shall post the list for a period of forty-five (45) days. Seniority shall be computed as of the preceding June 30 and a copy shall be sent to the Union.

8-1.11

When the Board posts the seniority list, it shall forward a copy thereof to the employee who is absent for the first four (4) weeks of the posting; this, however, cannot have the effect of preventing the seniority list from becoming official nor delaying or extending the posting period.

8-1.12

Clauses 8-1.08 and 8-1.09 shall apply as a result of each updating of the seniority list.

8-1.13

When an employee acquires the status of a regular employee, the Board shall inform him or her in writing of the seniority he or she has accumulated on that date and shall send a copy to the Union.

8-1.14

Every period worked on behalf of the Board as an employee referred to in clause 1-2.36 before acquiring that status, shall be recognized for purposes of seniority, retroactive to the date of his or her first hiring, unless there has been an interruption in his or her employment of more than twenty-four (24) months, in which case the time worked before the interruption shall not be counted.

The period worked shall be calculated in proportion to the regular working hours.

8-1.15

The seniority of a regular employee who holds a part-time position shall be calculated in proportion to his or her regular weekly working hours compared to the working hours of the regular workweek prescribed in clause 8-2.01, 8-2.02, 8-2.03 or 8-2.04, as the case may be, and shall accumulate under this article.

8-2.00 WORKWEEK AND WORKING HOURS**8-2.01 Categories of Technical and Paratechnical Support and Administrative Support Positions**

The regular workweek shall be comprised of thirty-five (35) hours, divided from Monday to Friday, followed by two (2) consecutive days off. The duration of the regular working day shall be seven (7) hours.

8-2.02 Category of Labour Support Positions

The regular workweek shall be comprised of thirty-eight hours and forty-five minutes (38 h 45 min), divided from Monday to Friday, followed by two (2) consecutive days off. The duration of the regular working day shall be seven hours and forty-five minutes (7 h 45 min).

8-2.03

Notwithstanding clause 8-2.01 or 8-2.02, for certain classes of employment such as stationary engineer or guard, the regular workweek may be divided differently according to the department's needs, subject to clauses 8-2.06 and 8-2.07. It is agreed that any schedule which obliges an employee to work on Saturday or Sunday shall include two (2) consecutive days off.

The regular workweek of the employees of the warehouse of the Board situated in Montréal (technical and paratechnical, administrative and labour support) who, on the date of the signing of this agreement, have a forty (40)-hour regular workweek shall maintain such a regular workweek. However, the Board may apply to these employees the regular workweek prescribed in clause 8-2.01 or 8-2.02, as the case may be, by sending a written notice to this effect to the employees concerned at least two (2) months before implementing the new regular workweek.

8-2.04

In the case where the employee has a different number of weekly working hours, the salary scales shall apply in proportion to the regular hours worked in relation to those prescribed in clause 8-2.01 or 8-2.02, as the case may be.

8-2.05

The employee shall be entitled to a fifteen (15)-minute rest period with salary, per half day of work, which is to be taken towards the middle of the period. The employee shall also be entitled to a minimum of one (1) hour without salary to have a meal during the course of his or her working day.

8-2.06

The Board shall maintain the work schedules in effect on the date of the coming into force of the agreement.

8-2.07

The work schedules may be altered after written agreement between the Union and the Board. However, the Board may alter the existing schedules if administrative or pedagogical needs make the changes necessary. The Board shall give the Union and the employee concerned a written notice of at least thirty (30) days before implementing the new schedule. An employee or the Union may, within thirty (30) working days of sending the notice, resort to the procedure for settling grievances and for arbitration.

When the arbitration roll is prepared, the grievance shall be given hearing priority.

At the time of arbitration, the burden of proof lies with the Board. The arbitrator's mandate shall be to decide whether the changes were reasonable; if they were not, the Board must return to the former schedules and shall pay the employees at the overtime rate prescribed in article 8-3.00 for all the hours worked outside their regular schedule.

Unless there is a written agreement between the Union and the Board, no modification may cause an employee to work split shifts.

8-2.08

The Board and the Union may, for the purpose of establishing a summer work schedule for the employees, agree to a different distribution of the regular work schedule as long as the distribution does not cause a reduction in the number of hours of the regular workweek.

Moreover, the Labour Relations Committee may agree to renew the summer schedule which prevailed in previous years.

8-2.09

When the work schedule of the special education technician or interpreter-technician must include, on a daily basis, time when the students are not present. The time shall be devoted to the preparation, organization and planning of team meetings as well as the follow-up with parents and persons concerned.

8-3.00 OVERTIME**8-3.01**

Any work specifically required by the immediate superior and performed by an employee, in addition to the hours of his or her regular workweek or regular working day or outside the hours prescribed by his or her schedule, shall be considered as overtime.

8-3.02

Overtime shall be assigned to the employee who started the work. If the work is not started during the regular working hours, it shall be given to an employee whose class of employment corresponds to the work to be performed.

8-3.03

If the overtime work can be performed by more than one employee in a class of employment, the Board shall attempt to distribute it as equitably as possible among the employees in the same office, school or territorial division.

8-3.04

For the overtime carried out, the employee shall be entitled to:

- A) for all the hours worked in addition to the number of hours of his or her regular working day or outside of the hours prescribed in his or her schedule and during a weekly day off: a leave of a duration equal to one and a half (1 1/2) the time actually worked as overtime;
- B) for all the hours worked during a paid legal holiday prescribed in the agreement in addition to his or her salary for the paid legal holiday: a leave of a duration equal to one and a half (1 1/2) the time actually worked as overtime;
- C) for all the hours worked on Sunday or during the second weekly day off: a leave of a duration equal to double the time actually worked as overtime.

8-3.05

The Board and the employee shall agree on the terms and conditions for applying the preceding clause by taking into account the requirements of the department; failing an agreement between the Board and the employee, within sixty (60) days of the date on which the overtime work was carried out, on the time when the leave prescribed in subparagraphs A), B) and C) of the preceding clause may be taken, the overtime shall be remunerated according to the rates prescribed in clause 8-3.06.

When the Board and the employee have agreed on the time when the leave is to be taken but it cannot be taken at that time either due to the needs of the department or due to circumstances beyond the employee's control, the employee shall then choose to either have the overtime remunerated according to the rates prescribed in clause 8-3.06 or take it in time off under subparagraphs A), B) and C) of clause 8-3.04; in this latter case, the Board and the employee shall agree on the time when the leave may be taken.

8-3.06

Notwithstanding the foregoing, the Board and the employee may agree that the overtime be remunerated according to the following rates:

- A) at the basic hourly rate increased by one half (one hundred and fifty percent (150%)) in the cases prescribed in paragraphs A) and B) of clause 8-3.04;
- B) at double the hourly rate (two hundred percent (200%)) in the cases prescribed in paragraph C) of clause 8-3.04.

8-3.07

An employee may be exempted from working overtime, when he or she is required to do so, if the Board finds another employee in the same class of employment in the locality who accepts to perform the overtime work without this hindering the proper progress of the work.

8-3.08

When an employee is recalled from his or her home to perform emergency work, he or she shall be entitled to a leave of a minimum duration of four (4) hours taken at a time agreed to with the Board if this is more advantageous than the application of clause 8-3.04 of the agreement, where applicable. Notwithstanding the foregoing, the Board and the employee may agree that the four (4) hours be remunerated at the regular rate.

8-3.09

When overtime is paid in accordance with the foregoing, it must be within a maximum period of one (1) month after the presentation of the claim duly signed by the employee and approved by the Board. The Board shall provide the forms.

8-3.10

When the Board decides to assign work to its employees, in relation to the rental or loan of premises, the employee who is asked by the Board to look after this outside of his or her regular working hours shall benefit from the provisions of this article except for clause 8-3.08 which does not apply in such circumstances.

8-3.11

The Board may require of an employee that he or she verify the safety of the premises, furnaces and other essential equipment in the Board's school and residences in Nunavik on Saturdays, Sundays and holidays. In this case, this employee shall benefit from the provisions of this article except for clause 8-3.08 which does not apply in such circumstances.

8-4.00 DISCIPLINARY MEASURES**8-4.01**

Every disciplinary measure and the reasons therefore must be set forth in a written notice addressed to the employee concerned. A copy of the notice must be forwarded to the Union within three (3) working days of the sending of the disciplinary measure to the employee concerned.

8-4.02

Except for an indefinite suspension or a dismissal based on a moral or criminal issue, any final decision to dismiss or suspend indefinitely an employee must be preceded, subject to the fourth paragraph of this clause, by a meeting between the Board, the Union and the employee concerned. During the meeting, the Board shall inform the Union and the employee of the reasons for such measure. To this end, the employee must receive a written notice of at least three (3) working days before the meeting specifying the hour and the place where he or she must report and indicating the reason for the summons as well as the fact that he or she is entitled to be accompanied by a union representative. A copy of the notice shall also be forwarded to the Union within the same time limits.

In the case of an indefinite suspension or dismissal based on a moral or criminal issue, the meeting between the Board, the employee and the Union shall be convened within three (3) working days of the Board's initial decision.

Following any meeting held under this clause, the Board must inform the employee of its final decision in a written notice within thirty (30) days of the meeting. A copy of the notice shall also be sent to the Union within the same time limit.

The fact that the Union or the employee does not attend the duly summoned meeting shall not prevent the Board from instituting procedures or imposing a disciplinary measure.

8-4.03

Subject to clause 8-4.02, the Board shall convene an employee subject to a suspension either to suspend him or her or to discuss the suspension imposed on him or her. In this case and in the case where the Board decides to convene an employee regarding every other disciplinary measure which concerns him or her, the employee must receive a written notice of at least forty-eight (48) hours, specifying the hour and place where he or she must report and indicating the reason for the summons as well as the fact that he or she shall be entitled to be accompanied by a union representative. A copy of the notice shall be forwarded to the Union at the same time.

A disciplinary measure handed directly to an employee shall not constitute a summons as defined in the preceding provisions.

8-4.04

Every employee may, after making an appointment, consult his or her personal file twice a year, accompanied, if he or she so desires, by his or her union representative. Moreover, with the employee's written authorization on the form provided in Appendix V, the union representative may consult the employee's personal file after making an appointment.

8-4.05

The employee subject to a disciplinary measure may submit a grievance. However, the employee subject to a dismissal or indefinite suspension may submit his or her grievance directly to arbitration within thirty (30) working days of receiving the notice informing him or her of the Board's final decision insofar as the meeting prescribed in clause 8-4.02 has taken place.

8-4.06

A suspension shall not interrupt the employee's seniority. During the suspension, he or she shall maintain his or her contribution to the various contributory plans prescribed in the agreement.

8-4.07

In the event of arbitration, the Board must establish that the disciplinary measure was imposed for just and sufficient reason.

8-4.08

The Board may invoke an infraction that has been placed in the official file and for which a disciplinary measure has been issued, only within twelve (12) months of the infraction.

However, if more than one infraction of the same nature was committed within these twelve (12) months, each of the infractions including the first one mentioned in the preceding paragraph may only be invoked within the twenty-four (24) months of each of them. Any disciplinary measure that is void shall be withdrawn from the file.

8-4.09

No disciplinary measure rescinded by the Board may be invoked against an employee; the same shall apply to a disciplinary measure declared unjustified by an arbitration tribunal and the facts giving rise thereto.

8-4.10

Priority shall be granted to dismissal cases when preparing the arbitration roll.

8-4.11

Any disciplinary measure imposed more than sixty (60) days of the incident resulting in such a measure or after the Board's cognizance of the incident shall be null, void and illegal for the purposes of the agreement. However, in the case of changes to an indefinite suspension, the sixty (60)-day limit shall not apply at the time of the changes.

8-4.12

In the case of dismissal, if there is an appeal through the grievance procedure, the Board shall not pay the employee concerned the amounts accumulated in the pension fund nor those accumulated in the bank of sick-leave days for as long as the grievance has not been settled. The employee shall continue to benefit from the health and life insurance plans, provided that the amounts accumulated to his or her credit cover both his or her contribution and that of the Board. Failing this, the employee must pay the full premiums in advance.

8-5.00 HEALTH AND SAFETY**8-5.01**

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

8-5.02

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

8-5.03

The employee must:

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

8-5.04

Insofar as it is prescribed by law and the regulations applicable to it, the Board must take the measures necessary to protect the health and ensure the safety and well-being of employees; it must in particular:

- A) see to it that the buildings under its jurisdiction are equipped and laid out in such a way as to protect employees;
- B) ensure that the organization of the work and the methods and techniques used to carry out the work are safe and do not endanger the health of employees;
- C) provide suitable lighting, ventilation and heating;
- D) provide safe material and ensure that it is kept in good condition;
- E) allow employees to undergo health examinations during employment required for the application of the law and the regulations applying to the Board.

8-5.05

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

8-5.06

When an employee exercises the right of refusal prescribed in the Act respecting occupational health and safety, he or she must immediately notify his or her immediate superior or a representative authorized by the Board.

As soon as he or she is notified, the immediate superior or, where applicable, the representative authorized by the Board shall convene the union representative mentioned in clause 8-5.10 if he or she is available or in the case of an emergency, the union delegate of the building concerned; the purpose of the summons is to assess the situation and the corrective measures that the immediate superior or authorized representative of the Board intends to apply.

For the purposes of the meeting following the summons, the union representative or, where applicable, the union delegate, may temporarily interrupt his or her work, without loss of salary including applicable premiums, if any, or reimbursement.

8-5.07

The right of an employee mentioned in clause 8-5.06 shall be exercised subject to the relevant provisions prescribed by law and the regulations concerning occupational health and safety applicable to the Board and subject to the terms and conditions specified therein, where applicable.

8-5.08

The Board cannot impose a layoff, a displacement, a disciplinary or discriminatory measure due to the fact that the employee exercised the right prescribed in clause 8-5.06 in good faith.

8-5.09

Nothing in the agreement shall prevent the union representative or, where applicable, the union delegate from being accompanied by a union adviser at the meeting prescribed in clause 8-5.06; however, the Board or its representatives must be informed of the presence of the adviser before the meeting is held.

8-5.10

The Union may expressly designate one of its representatives to the Labour Relations Committee or to the committee set up under clause 8-5.02, where applicable, to deal with health and safety matters; the representative may be absent temporarily from work, after having informed his or her immediate superior, without loss of salary including applicable premiums, if any, or reimbursement in the following cases:

- A) to attend the meeting prescribed in the third paragraph of clause 8-5.06;
- B) to accompany an inspector of the Commission de la santé et de la sécurité du travail during an inspection visit to the Board in connection with a matter dealing with the health, safety or physical well-being of an employee.

8-6.00 CLOTHING AND UNIFORMS**8-6.01**

The Board shall provide its employees, free of charge, with any uniform, special clothing or safety shoes which it requires them to wear due to the nature of their work as well as any special article or garment required by law and the regulations.

Moreover, the Board and the Union, if they deem it necessary for the performance of duties, may agree that the Board provide the employee free of charge with any other garment, uniform or special article.

8-6.02

The uniforms, special garments and articles or safety shoes supplied by the Board shall remain its property and may only be replaced upon the return of the old uniform, garment, special article or shoes, unless the employee is prevented from doing so due to circumstances beyond his or her control. The Board shall decide if a uniform, garment, article or safety shoes must be replaced.

8-6.03

The upkeep of uniforms, clothing and special articles or safety shoes supplied by the Board shall be the employee's responsibility except for special clothing such as overalls, smocks and other similar items used exclusively on the premises and for working purposes.

8-7.00 REGULATIONS REGARDING ABSENCES**8-7.01**

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

8-7.02

On his or her return, the employee shall submit to the competent authority a certificate stating the reasons for his or her absence using the form provided in Appendix VII.

The Board may only contest a declaration or other proof of the motives of an absence within thirty (30) days of its remittance to the competent authority.

8-7.03

An employee shall lose his or her employment after an absence of ten (10) working days without a valid reason.

To this end, the School Board shall transmit by registered mail a notice to the employee within the first five (5) working days of absence and inform the employee of the consequences applicable as a result of this clause. Copy of this notice shall also be transmitted to the Union by fax or registered mail within the same delay.

In the event the Board informs the employee after his or her fifth (5th) day of absence, the limit of ten (10) working days prescribed in the first paragraph shall then be prolonged by a number of days equal to the number exceeding the fifth day of absence.

However, if the employee provides no valid reason within the time limit due to a physical or mental impossibility for which he or she has the burden of proof, the present clause cannot be applied.

Any breach of employment resulting from the application of this clause shall be considered as an administrative measure that is subject to a grievance procedure.

8-8.00 TECHNOLOGICAL CHANGES**8-8.01**

For the purposes of this article, the expression "technological changes" means the changes resulting from the introduction or modification of new equipment used to produce goods or services and which either modifies the duties entrusted to an employee or causes the abolishment of one or more positions.

8-8.02

The Board shall inform the Union in writing of its decision to introduce a technological change at least ninety (90) days before the date foreseen for the implementation of such a change.

8-8.03

The notice mentioned in the preceding clause shall contain the following information:

- a) the nature of the change;
- b) the school or department concerned;
- c) the date foreseen for the implementation;
- d) the employee or group of employees concerned.

8-8.04

At the Union's request, the Board shall inform the Union of the effects of the technological changes foreseen on the working conditions or the security of employment, where applicable, of the employees concerned; moreover, at the Union's request, the Board shall transmit the technical sheet of the new equipment, if it is available.

8-8.05

The Board and Union shall agree to meet within forty-five (45) days of the sending of the notice mentioned in clause 8-8.02; on this occasion, the Board shall consult the Union on the effects of the technological changes foreseen on the organization of work.

8-8.06

The employee whose duties are modified as a result of the implementation of a technological change or the introduction of new software or new working method shall receive, if necessary, the appropriate training or professional improvement, taking into account his or her skills; the training or professional improvement shall normally be given during working hours and shall be at the expense of the Board.

8-8.07

The parties may, by means of a local arrangement, agree on other terms and conditions concerning the implementation of a technological change, particularly concerning the movement of personnel excluding any movement which could affect the security of employment or the acquisition of tenure.

8-8.08

The provisions of this article shall not have the effect of preventing the application of other provisions of the agreement, particularly those in Chapter 7-0.00.

CHAPTER 9-0.00 PROCEDURE FOR SETTLING GRIEVANCES, ARBITRATION AND DISAGREEMENT**9-1.00 PROCEDURE FOR SETTLING GRIEVANCES****9-1.01**

Every employee, who has a problem concerning his or her working conditions which may give rise to a grievance, must discuss it with his or her immediate superior in order to attempt to solve it, accompanied if he or she wishes, by his or her union delegate or his or her substitute. If the union delegate or his or her substitute is unable to act or is absent, a union representative may accompany the employee if he or she so desires. However, the fact that the employee has not followed the procedure shall not cause him or her to lose any rights.

9-1.02

It is the express intent of the parties to settle all grievances regarding the application and interpretation of the agreement within the shortest possible time.

9-1.03

In the case of any grievance, the Board and the Union shall agree to comply with the following procedure:

A) Step One

The employee shall submit the grievance, in writing, to the authority designated by the Board or to the Board, if there has been no such designation, within one hundred and twenty (120) days of the date of the event that gave rise to the grievance.

Following a written request by either the Board or the Union, the union representative (s) accompanied by the plaintiff if the latter so desires, and the representative (s) of the Board must meet to study the grievance within the ten (10) working days of its receipt. In the case of a collective grievance, only one plaintiff may take part in the meeting.

However, the fact that the procedure has not been followed shall cause neither the employee nor the Union to lose any rights.

In order to participate in the meeting, a maximum of one (1) union representative may be released without loss of salary, including applicable premiums, if any, or reimbursement by the Union.

The Board shall give its written reply to the Union within the forty-five (45) working days of receiving the grievance and shall forward a copy to the employee. The notice must clearly indicate, for information purposes and without prejudice, the main reasons for the decision.

B) Step Two

In the case of an unsatisfactory reply or in the absence of a reply or if the reply of the Board was not forwarded within the time limits prescribed, the Union may submit the grievance to arbitration under the provisions prescribed in this chapter.

9-1.04

The Union may lodge and submit a grievance on behalf of an employee, a group of employees or all employees. In this case, the Union must comply with the procedure prescribed in clause 9-1.03.

9-1.05

The time limits referred to in this article shall be compulsory. The Board and the Union may however agree in writing to extend the time limits.

Failure to comply with the time limits prescribed in this article shall render the grievance null, void and illegal for the purposes of the agreement.

However, the rejection of a grievance cannot as such be considered as an acknowledgment by the Union of the Board's allegations and may not be invoked as a precedent.

9-1.06

The grievance notice shall contain a summary account of the facts so as to be able to identify the problem raised. The notice shall also contain, for information purposes and without prejudice, the clauses concerned and the corrective measures required.

No grievance shall be rejected because of faulty drafting. The grievance may be amended provided that the amendment does not alter the nature of the grievance. If the amendment is submitted within the five (5) working days preceding the hearing date, the Board shall obtain, upon request, a postponement.

9-1.07

An employee must in no way be penalized, harassed or troubled due to his or her involvement in a grievance.

9-2.00 ARBITRATION PROCEDURE

9-2.01

The Union that wishes to submit a grievance to arbitration must, within a maximum time limit of thirty (30) working days of the expiry of the time limit prescribed in the last subparagraph of paragraph A) of clause 9-1.03, submit a written notice to this effect to the chief arbitrator whose name appears in clause 9-2.02. The notice must contain a copy of the grievance and the written reply of the Board, if any, and it must be sent by registered mail or fax.

However, the Union may submit the grievance to arbitration in the manner prescribed in the preceding paragraph as soon as it receives the reply of the Board as prescribed in clause 9-1.03.

A copy of the arbitration notice must be sent at the same time to the Board.

In the event of a disruption of postal services, the arbitration notice shall be sent by telegram, fax or teletype and, when postal services resume, the Union shall forward the aforementioned documents as quickly as possible.

A1 9-2.02

All grievances submitted to arbitration shall be decided upon by an arbitrator chosen from among the following:

MÉNARD, Jean-Guy, chief arbitrator;

Address: Greffe des tribunaux d'arbitrage
du secteur de l'éducation
Édifice Lomer-Gouin
575, rue St-Amable, bureau 2.02
Québec (Québec) G1R 5Y8

April, Huguette¹;
Barrette, Jean¹;
Beaulieu, Francine;
Beaupré, René¹;
Bhérier, Jacques;
Brault, Serge;
Choquette, Robert;
Côté, André C. ¹;
Daviault, Pierre¹;
Doré, Jacques;
Fabien, Claude¹;
Faucher, Nathalie;
Fortier, Diane;

Gagnon, Denis;
Gauvin, Jean;
Lamy, Francine¹;
Ladouceur, André;
L'Heureux, Joëlle;
Ménard, Jean¹;
Morin, Fernand;
Morin, Marcel;
Moro, Suzanne¹;
Nadeau, Denis;
Tousignant, Lyse;
Tremblay, Denis;
Veilleux, Diane¹.

or any other person appointed by the Centrale, the Fédération and the Ministère to act in this capacity.

However, the arbitrator shall proceed with the arbitration assisted by assessors if, when the grievance is entered on the monthly arbitration roll or in the fifteen (15) days that follow, there is a request to this effect by the representative of the Centrale, the Fédération or the Ministère.

9-2.03

In the event of an arbitration with assessors, an assessor shall be appointed by the Centrale and another appointed jointly by the Fédération and the Ministère within the time limit prescribed in the last paragraph of clause 9-2.02 to assist the arbitrator and represent each party during the hearing of the grievance and the deliberation.

The assessor thus appointed shall be deemed competent to sit whatever his or her past or current activities, interests in the dispute or duties in the Union, Board or elsewhere.

9-2.04

Upon his or her appointment, the chief arbitrator, before acting, shall take an oath or shall pledge on his or her honour, before a Superior Court judge, to perform his or her duties according to the law and the agreement.

Upon their appointment, each of the arbitrators shall take an oath or shall pledge on their honour, before the chief arbitrator, for the life of the agreement, to render their decisions in conformity with the law and the agreement.

9-2.05

After recording the notice of arbitration mentioned in clause 9-2.01, the records office shall acknowledge receipt without delay to the Union. A copy of the acknowledgment, the grievance notice and the notice of arbitration shall be sent, without delay, to the Centrale, the Fédération, the Ministère and the Board.

9-2.06

The chief arbitrator or, in his or her absence, the chief records clerk under the authority of the chief arbitrator shall:

- A) Prepare the monthly arbitration roll in the presence of the representatives of the parties to the agreement.
- B) Appoint an arbitrator from the list mentioned in clause 9-2.02.

¹ Arbitrators Huguette April, Jean Barrette, René Beaupré, André C. Côté, Pierre Daviault, Claude Fabien, Francine Lamy, Jean Ménard, Suzanne Moro and Diane Veilleux can act in this capacity until March 30, 2015.

- C) Set the time, date and place of the first arbitration session. When the employee is assigned to one of the localities of Nunavik, the hearing shall take place in Kuujuaq or Kuujuaapik whichever is closer to the place of assignment or any other location determined jointly by the Board and the Union.

However, the hearing shall take place in Montréal if the fact that an arbitrator is unavailable causes a delay of sixty (60) days or more in entering the grievance on the arbitration roll.

- D) Indicate, for each grievance, whether the arbitration is referred to a single arbitrator or an arbitrator assisted by assessors according to the procedure described in this article or to an arbitrator appointed according to the accelerated procedure described in Appendix XVII.

The records office shall notify the arbitrators, the assessors, the parties concerned, the Centrale, the Fédération and the Ministère. The same shall apply to the arbitrator appointed to hear a grievance according to the accelerated procedure described in Appendix XVII or to act as mediator in the case of prearbitration mediation.

The party that submits a request for a deferral of an arbitration session within thirty (30) days or less of a hearing date shall pay the arbitrator four hundred dollars (\$400) as cancellation fees. In the case of a joint request for a deferral, the cancellation fees shall be shared equally by the parties.

9-2.07

Subsequently, the arbitrator shall set the time, date and place of the subsequent sessions and shall so inform the records office; the records office shall notify the assessors, the parties concerned, the Centrale, the Fédération and the Ministère. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors.

9-2.08

If the arbitrator is unable to act because he or she resigns, refuses to act or for other reasons, he or she shall be replaced according to the procedure established for the original appointment.

If the assessor is unable to act because he or she resigns, refuses to act or for other reasons, the party which designated him or her shall appoint a replacement.

9-2.09

The arbitrator may proceed with the arbitration if the party that the assessor represents does not designate a replacement within the time limits he or she prescribes.

9-2.10

The arbitrator shall also ensure that the operating rules of the records office are respected and, more specifically, those prescribed in Appendix XVII.

9-2.11

At any time, before the end of the hearings, the Centrale, the Fédération and the Ministère may individually or collectively intervene and may make any representation that they deem appropriate or relevant.

However, if one of the parties mentioned in the preceding paragraph wishes to intervene, it must so inform the other parties.

9-2.12

The arbitration sessions shall be public. The arbitrator may, however, on his or her own initiative or at the request of one of the parties, order the sessions to be held in camera.

9-2.13

The arbitrator may deliberate in the absence of an assessor provided that he or she has notified him or her under clause 9-2.07 at least seven (7) days in advance.

9-2.14

Except for the presentation of written notes where the Board and the Union may agree to extend the time limit, the arbitrator must render his or her decision within forty-five (45) days following the end of the hearing, however, the decision shall not be null for the sole reason that it was rendered after the expiry of the time limits.

As long as the decision has not been rendered, the chief arbitrator cannot assign a grievance to an arbitrator who has not rendered his or her decision within the time limit allotted.

9-2.15

The arbitration decision shall state the reasons therefore in writing and shall be signed by the arbitrator.

Each assessor may draft a separate report, which shall be attached to the decision.

The arbitrator shall file the original signed copy of the decision at the records office.

The records office, under the responsibility of the arbitrator concerned or the chief arbitrator, shall forward a copy of the decision to the assessors, the parties involved, the Centrale, the Fédération and the Ministère and shall file for and on behalf of the arbitrator two (2) certified copies with the Ministre du Travail.

9-2.16

At any time before his or her final decision, an arbitrator may render any provisional or interlocutory decision which he or she deems just and useful.

The arbitration decision shall be final, executory and shall bind the parties.

When the decision includes a time limit in which to comply with an obligation, the time limit shall begin on the day the decision was sent by the records office, unless the arbitrator decides otherwise in the decision.

9-2.17

An arbitrator may not, by his or her decision, subtract from, add to or modify the clauses of the agreement.

9-2.18

Subject to articles 2-1.00, 9-1.00 and 9-2.00, a grievance filed by an employee who is no longer in the employ of the Board or by the Union for an employee who is no longer in the employ of the Board shall be considered as validly submitted to arbitration, provided that the facts which gave rise to the grievance occurred during the period of employment or as a result of his or her departure and entitle him or her to a monetary claim.

9-2.19

As regards a disciplinary measure, the arbitrator may uphold, modify or annul the decision of the Board. All compensation must take into account the amounts earned by the employee during the period he or she should not have been suspended or dismissed.

9-2.20

The chief arbitrator shall choose the chief records clerk.

9-2.21**A) Expenses and Fees of the Arbitrator or Mediator**

In the case of an arbitration, the fees and expenses shall be paid by the party who submitted the grievance if the latter is dismissed or by the party to whom the grievance was submitted if the latter is accepted.

If the grievance is partially upheld, the arbitrator shall determine the proportion of the fees and expenses to be paid by each party.

Notwithstanding the aforementioned, in the case of a grievance regarding a dismissal, the arbitrator's fees and expenses are borne by the Ministère.

In the event of a settlement, whatever the number of grievances concerned and the nature of the settlement, the allowance to be reimbursed as cancellation costs as well as the fees and expenses of the arbitrator, if applicable, shall be shared equally between the parties or according to the modalities of the settlement.

Upon request from one of the parties, the arbitrator who takes note of the settlement may determine a different distribution.

When the grievance remains unresolved, the allowance to be paid as cancellation costs shall be assumed by the party cancelling the grievance or the party that allows the grievance.

When there is a postponement, the party requesting the postponement of a hearing shall bear the fees and expenses incurred because of the postponement, if applicable; if this is a joint request, the fees and expenses are shared equally.

The allowance to be paid when cancelling a hearing shall be of four hundred dollars (\$400) and shall only apply when the request to cancel the hearing is presented to the arbitrator within thirty (30) days or less of the hearing.

In the case of a mediation, whatever the form, the mediator's fees and expenses shall be shared equally between the parties. In the event the role of the mediator changes to that of arbitrator in a given case, the fees and expenses of the arbitrator shall be assumed according to the regulations provided for in this clause. The conditions concerning the allowance to be reimbursed as cancellation costs for the arbitration shall apply, if any, to mediations.

B) Conditions

Paragraph A) shall only apply to any grievance submitted as of February 1, 2006. Any grievance submitted prior to that date shall continue to be covered by clause 9-2.21 of the 2000-2002 collective agreement.

C) Expenses of the Records Office

The expenses of the records office and the remuneration of its staff shall be borne by the Ministère.

The arbitration hearings and deliberations shall be held on premises provided free of rental cost.

9-2.22

The assessors shall be remunerated and their expenses reimbursed by the party they represent.

9-2.23

The stenography costs shall be assumed by the party which requires it.

If there is a transcript of the official stenographic notes, a copy thereof shall be forwarded by the stenographer, without cost, to the arbitrator and assessors before the beginning of the deliberation.

9-2.24

At the request of a party, or on his or her own initiative, the arbitrator shall transmit or otherwise serve any order or document and may summon a witness as prescribed in the Labour Code.

9-2.25

Preparatory Session

At the request of one of the parties at the latest fifteen (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 to accelerate the holding of hearings;
- to allow the parties to declare, if they have not already done so, the grounds for defence 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 analyze any other question which could simplify or accelerate the hearings.

9-3.00 DISAGREEMENT

9-3.01

Any disagreement defined in clause 1-2.18 which may arise during the life of the agreement shall be referred to the Labour Relations Committee prescribed in article 4-1.00 of the agreement.

CHAPTER 10-0.00 MISCELLANEOUS PROVISIONS**10-1.00 PRINTING OF THE AGREEMENT****10-1.01**

The Management Committee shall print the text of the agreement in a single format as soon as possible following the date of its signing and shall make a copy available to each employee and sufficient copies for the Union. The Management Committee shall do the same for the Classification Plan.

10-1.02

A copy of the agreement in Inuttitut and in English shall also be remitted to the employees concerned.

10-1.03

The time limits prescribed in the agreement concerning the filing of a grievance shall be extended until such time as the Union receives copies of the agreement in a quantity sufficient for its members.

10-2.00 APPENDICES**10-2.01**

The appendices shall be an integral part of the agreement.

10-3.00 INTERPRETATION OF TEXTS**10-3.01**

The French text shall constitute the official text of the agreement.

10-3.02

The negotiating parties shall agree on an English and Inuttitut translation of the official text of the agreement.

10-3.03

For the purposes of drafting the agreement, the parties have agreed to use the masculine and feminine genders in all designations of persons. To this end, the parties have established the rules of drafting found in Appendix IX.

The application of these rules shall not have the effect of modifying the rights and benefits which would have been applicable if the text had been drafted in the masculine and, unless otherwise stipulated, shall not confer different rights or benefits on men or women.

10-3.04

For the purposes of this agreement, the use of a fax shall constitute, in every case, a valid mode for transmitting a written notice.

10-4.00 COMING INTO FORCE OF THE AGREEMENT**10-4.01**

The agreement shall have no retroactive effect other than that stipulated in the clauses and articles listed in clause 10-4.07 and, unless otherwise stipulated, it shall come into force on the date of signature.

10-4.02

The agreement shall expire on March 31, 2015.

However, the working conditions prescribed in the agreement shall continue to apply until the signing of a new collective agreement.

10-4.03

Unless provided otherwise, the agreement shall replace any former collective agreement concluded between the Board and the Union.

10-4.04

The employees in the employ of the Board on the date of signature of the agreement shall be entitled to receive the payment of the amounts provided for in clause 10-4.07 within sixty (60) days of that date.

10-4.05

As regards the employees who were in the employ of the Board between April 1st, 2010 and the date of signature of the agreement and who were no longer employed on that date, the Board shall provide the Union with the list of such employees within one hundred and twenty (120) days of the date of signature of the agreement as well as their last known address.

The employee concerned must make a written request to the Board for the amounts owing under clause 10-4.07 within one hundred and twenty (120) days following receipt of this list by the Union. In the case of an employee's death, the request may be made by his or her legal heirs and assigns.

The amounts provided for in the present clause shall be paid within sixty (60) days of receiving the employee's request.

10-4.06

The Board shall provide employees with a copy of the statement of the retroactive payment calculations along with the retroactive payment, and forward a copy to the Union.

10-4.07 Retroactivity¹

The employee in the employ of the Board between April 1st, 2010 and the date of signature of the agreement shall be entitled to a retroactive payment equal to the difference, if it is positive, between the salary or, as the case may be, the amount he or she would have been entitled to taking into account his or her active service or the number of hours remunerated during the period under the following provisions:

5-3.32 A), 5-3.44, 5-4.12, 5-4.13, 5-4.14, 5-4.20, 5-4.21, 5-4.23, 5-4.42, 6-1.00, 6-2.00, 6-3.00, 6-5.00, 6-6.00, 7-8.12 and 8-3.00,

and

¹ This clause shall also be applied to the employee entitled to the provisions of clauses 5-4.34 or 5-4.36 of the 2005-2010 agreement, during a leave for adoption for a duration of ten (10) weeks.

the amounts already paid by the Board to this effect between April 1st, 2010 and the date of signature of the agreement.

10-4.08

The Board shall apply the new salary rates and scales provided for in Appendix I within forty-five (45) days of the date of signature of the agreement.

10-4.09

Strikes and lock-outs are forbidden to any person as of the date of coming into force of the agreement as long as the right to strike and lock-out has not been acquired in accordance with the provisions of the Labour Code.

IN WITNESS WHEREOF, the parties have signed in Québec on this 15th day of the month of December 2011 the provisions negotiated and agreed upon between the Management Negotiating Committee for the Kativik School Board (CPNCSK) and the Centrale des syndicats du Québec (CSQ) on behalf of the Association des employés du Nord québécois (AENQ) represented by its bargaining agent, the Fédération du personnel de soutien scolaire (FPSS).

FOR THE MANAGEMENT COMMITTEE**FOR THE UNION**

(signed) Line Beauchamp

Line Beauchamp
Ministre de l'Éducation, du Loisir et du Sport

(signed) Réjean Parent

Réjean Parent
President, CSQ

(signed) Éric Bergeron

Éric Bergeron
Vice-President, CPNCSK

(signed) Diane Cinq-Mars

Diane Cinq-Mars
President, FPSS-CSQ

(signed) Annie Popert

Annie Popert
General Director, CSK

(signed) Joanne Quévillon

Joanne Quévillon
Vice-President, FPSS-CSQ

(signed) Brent Tweddell

Brent Tweddell
Coordinator, Provincial Negotiation, CSQ

(signed) Stéphane Boulanger

Stéphane Boulanger
Negotiator, CPNCSK

(signed) Yves Lanctôt

Yves Lanctôt
Deputy Coordinator, Provincial Negotiation,
CSQ

(signed) Patrick D'Astous

Patrick D'Astous
President, AENQ

(signed) Jean Bérubé

Jean Bérubé
Negotiator, CPNCSK

(signed) Larry Imbeault

Larry Imbeault
Negotiator, FPSS-CSQ

(signed) Jean-Claude Turcotte

Jean-Claude Turcotte
Spokesperson, CPNCSK

(signed) Michael Palumbo

Michael Palumbo
Spokesperson, FPSS-CSQ

APPENDIX I

HOURLY SALARY RATES AND SCALES

Section 1 Hourly Salary Rates and Scales for the periods:

- from 2010-04-01 to 2011-03-31
- from 2011-04-01 to 2012-03-31
- from 2012-04-01 to 2013-03-31
- from 2013-04-01 to 2014-03-31
- as of 2014-04-01

Section 2 Hourly salary rates and scales resulting from the application of the Pay Equity Act (R.S.Q., c. E-12.001) for the periods:

- from 2010-04-01 to 2010-12-30
- from 2010-12-31 to 2011-03-31
- from 2011-04-01 to 2012-03-31
- from 2012-04-01 to 2013-03-31
- from 2013-04-01 to 2014-03-31
- as of 2014-04-01

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HOURLY SALARY RATES AND SCALES

Section 1 HOURLY SALARY RATES AND SCALES

1.1 CATEGORY OF TECHNICAL AND PARATECHNICAL SUPPORT POSITIONS

1.1.1 Subcategory of Technical Support Positions

Classes of employment: **Social Work Technician**
Special Education Technician

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$20.82	\$20.98	\$21.19	\$21.56	\$21.99
2	\$21.45	\$21.61	\$21.83	\$22.21	\$22.65
3	\$22.13	\$22.30	\$22.52	\$22.91	\$23.37
4	\$22.82	\$22.99	\$23.22	\$23.63	\$24.10
5	\$23.55	\$23.73	\$23.97	\$24.39	\$24.88
6	\$24.24	\$24.42	\$24.66	\$25.09	\$25.59
7	\$25.00	\$25.19	\$25.44	\$25.89	\$26.41
8	\$25.77	\$25.96	\$26.22	\$26.68	\$27.21
9	\$26.59	\$26.79	\$27.06	\$27.53	\$28.08
10	\$27.38	\$27.59	\$27.87	\$28.36	\$28.93
11	\$28.26	\$28.47	\$28.75	\$29.25	\$29.84
12	\$29.15	\$29.37	\$29.66	\$30.18	\$30.78

Classes of employment: **Laboratory Technician**
Building Technician
Electronics Technician
Vocational Training Technician

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$18.09	\$18.23	\$18.41	\$18.73	\$19.10
2	\$18.64	\$18.78	\$18.97	\$19.30	\$19.69
3	\$19.23	\$19.37	\$19.56	\$19.90	\$20.30
4	\$19.83	\$19.98	\$20.18	\$20.53	\$20.94
5	\$20.46	\$20.61	\$20.82	\$21.18	\$21.60
6	\$21.06	\$21.22	\$21.43	\$21.81	\$22.25
7	\$21.73	\$21.89	\$22.11	\$22.50	\$22.95
8	\$22.40	\$22.57	\$22.80	\$23.20	\$23.66
9	\$23.09	\$23.26	\$23.49	\$23.90	\$24.38
10	\$23.81	\$23.99	\$24.23	\$24.65	\$25.14
11	\$24.55	\$24.73	\$24.98	\$25.42	\$25.93
12	\$25.31	\$25.50	\$25.76	\$26.21	\$26.73

Class of employment: **Administration Technician**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$17.19	\$17.32	\$17.49	\$17.80	\$18.16
2	\$17.75	\$17.88	\$18.06	\$18.38	\$18.75
3	\$18.48	\$18.62	\$18.81	\$19.14	\$19.52
4	\$19.12	\$19.26	\$19.45	\$19.79	\$20.19
5	\$19.89	\$20.04	\$20.24	\$20.59	\$21.00
6	\$20.57	\$20.72	\$20.93	\$21.30	\$21.73
7	\$21.42	\$21.58	\$21.80	\$22.18	\$22.62
8	\$22.20	\$22.37	\$22.59	\$22.99	\$23.45
9	\$23.04	\$23.21	\$23.44	\$23.85	\$24.33
10	\$23.91	\$24.09	\$24.33	\$24.76	\$25.26
11	\$24.80	\$24.99	\$25.24	\$25.68	\$26.19
12	\$25.75	\$25.94	\$26.20	\$26.66	\$27.19

Classes of employment: **Graphic Arts Technician**
School Transportation Technician

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$16.73	\$16.86	\$17.03	\$17.33	\$17.68
2	\$17.29	\$17.42	\$17.59	\$17.90	\$18.26
3	\$18.00	\$18.14	\$18.32	\$18.64	\$19.01
4	\$18.63	\$18.77	\$18.96	\$19.29	\$19.68
5	\$19.38	\$19.53	\$19.73	\$20.08	\$20.48
6	\$20.05	\$20.20	\$20.40	\$20.76	\$21.18
7	\$20.87	\$21.03	\$21.24	\$21.61	\$22.04
8	\$21.64	\$21.80	\$22.02	\$22.41	\$22.86
9	\$22.44	\$22.61	\$22.84	\$23.24	\$23.70
10	\$23.29	\$23.46	\$23.69	\$24.10	\$24.58
11	\$24.15	\$24.33	\$24.57	\$25.00	\$25.50
12	\$25.09	\$25.28	\$25.53	\$25.98	\$26.50

Classes of employment: **Audiovisual Technician**
Recreational Activities Technician

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$16.42	\$16.54	\$16.71	\$17.00	\$17.34
2	\$17.10	\$17.23	\$17.40	\$17.70	\$18.05
3	\$17.66	\$17.79	\$17.97	\$18.28	\$18.65
4	\$18.31	\$18.45	\$18.63	\$18.96	\$19.34
5	\$18.97	\$19.11	\$19.30	\$19.64	\$20.03
6	\$19.65	\$19.80	\$20.00	\$20.35	\$20.76
7	\$20.33	\$20.48	\$20.68	\$21.04	\$21.46
8	\$21.12	\$21.28	\$21.49	\$21.87	\$22.31
9	\$21.93	\$22.09	\$22.31	\$22.70	\$23.15
10	\$22.74	\$22.91	\$23.14	\$23.54	\$24.01
11	\$23.53	\$23.71	\$23.95	\$24.37	\$24.86
12	\$24.42	\$24.60	\$24.85	\$25.28	\$25.79

Classes of employment: **Documentation Technician**
Psychometry Technician
Day Care Service Technician

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$17.34	\$17.47	\$17.64	\$17.95	\$18.31
2	\$18.05	\$18.19	\$18.37	\$18.69	\$19.06
3	\$18.64	\$18.78	\$18.97	\$19.30	\$19.69
4	\$19.33	\$19.47	\$19.66	\$20.00	\$20.40
5	\$20.03	\$20.18	\$20.38	\$20.74	\$21.15
6	\$20.74	\$20.90	\$21.11	\$21.48	\$21.91
7	\$21.45	\$21.61	\$21.83	\$22.21	\$22.65
8	\$22.30	\$22.47	\$22.69	\$23.09	\$23.55
9	\$23.15	\$23.32	\$23.55	\$23.96	\$24.44
10	\$24.00	\$24.18	\$24.42	\$24.85	\$25.35
11	\$24.86	\$25.05	\$25.30	\$25.74	\$26.25
12	\$25.75	\$25.94	\$26.20	\$26.66	\$27.19

Class of employment: **Braille Technician**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$16.70	\$16.83	\$17.00	\$17.30	\$17.65
2	\$17.38	\$17.51	\$17.69	\$18.00	\$18.36
3	\$17.95	\$18.08	\$18.26	\$18.58	\$18.95
4	\$18.62	\$18.76	\$18.95	\$19.28	\$19.67
5	\$19.29	\$19.43	\$19.62	\$19.96	\$20.36
6	\$19.98	\$20.13	\$20.33	\$20.69	\$21.10
7	\$20.66	\$20.81	\$21.02	\$21.39	\$21.82
8	\$21.47	\$21.63	\$21.85	\$22.23	\$22.67
9	\$22.30	\$22.47	\$22.69	\$23.09	\$23.55
10	\$23.13	\$23.30	\$23.53	\$23.94	\$24.42
11	\$23.94	\$24.12	\$24.36	\$24.79	\$25.29
12	\$24.83	\$25.02	\$25.27	\$25.71	\$26.22

Class of employment: **Food Management Technician**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$19.18	\$19.32	\$19.51	\$19.85	\$20.25
2	\$19.78	\$19.93	\$20.13	\$20.48	\$20.89
3	\$20.35	\$20.50	\$20.71	\$21.07	\$21.49
4	\$20.89	\$21.05	\$21.26	\$21.63	\$22.06
5	\$21.52	\$21.68	\$21.90	\$22.28	\$22.73
6	\$22.16	\$22.33	\$22.55	\$22.94	\$23.40
7	\$22.75	\$22.92	\$23.15	\$23.56	\$24.03
8	\$23.37	\$23.55	\$23.79	\$24.21	\$24.69
9	\$24.07	\$24.25	\$24.49	\$24.92	\$25.42
10	\$24.72	\$24.91	\$25.16	\$25.60	\$26.11
11	\$25.55	\$25.74	\$26.00	\$26.46	\$26.99
12	\$26.23	\$26.43	\$26.69	\$27.16	\$27.70

Class of employment: **Data Processing Technician**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$18.91	\$19.05	\$19.24	\$19.58	\$19.97
2	\$19.56	\$19.71	\$19.91	\$20.26	\$20.67
3	\$20.16	\$20.31	\$20.51	\$20.87	\$21.29
4	\$20.86	\$21.02	\$21.23	\$21.60	\$22.03
5	\$21.53	\$21.69	\$21.91	\$22.29	\$22.74
6	\$22.22	\$22.39	\$22.61	\$23.01	\$23.47
7	\$22.93	\$23.10	\$23.33	\$23.74	\$24.21
8	\$23.70	\$23.88	\$24.12	\$24.54	\$25.03
9	\$24.49	\$24.67	\$24.92	\$25.36	\$25.87
10	\$25.27	\$25.46	\$25.71	\$26.16	\$26.68
11	\$26.10	\$26.30	\$26.56	\$27.02	\$27.56
12	\$26.97	\$27.17	\$27.44	\$27.92	\$28.48

Class of employment: **Data Processing Technician, Principal Class**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$22.62	\$22.79	\$23.02	\$23.42	\$23.89
2	\$23.41	\$23.59	\$23.83	\$24.25	\$24.74
3	\$24.15	\$24.33	\$24.57	\$25.00	\$25.50
4	\$25.01	\$25.20	\$25.45	\$25.90	\$26.42
5	\$25.86	\$26.05	\$26.31	\$26.77	\$27.31
6	\$26.71	\$26.91	\$27.18	\$27.66	\$28.21
7	\$27.72	\$27.93	\$28.21	\$28.70	\$29.27
8	\$28.69	\$28.91	\$29.20	\$29.71	\$30.30
9	\$29.71	\$29.93	\$30.23	\$30.76	\$31.38

Class of employment: **School Organization Technician**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$18.75	\$18.89	\$19.08	\$19.41	\$19.80
2	\$19.33	\$19.47	\$19.66	\$20.00	\$20.40
3	\$19.93	\$20.08	\$20.28	\$20.63	\$21.04
4	\$20.55	\$20.70	\$20.91	\$21.28	\$21.71
5	\$21.22	\$21.38	\$21.59	\$21.97	\$22.41
6	\$21.84	\$22.00	\$22.22	\$22.61	\$23.06
7	\$22.52	\$22.69	\$22.92	\$23.32	\$23.79
8	\$23.24	\$23.41	\$23.64	\$24.05	\$24.53
9	\$23.96	\$24.14	\$24.38	\$24.81	\$25.31
10	\$24.66	\$24.84	\$25.09	\$25.53	\$26.04
11	\$25.48	\$25.67	\$25.93	\$26.38	\$26.91
12	\$26.23	\$26.43	\$26.69	\$27.16	\$27.70

Class of employment: **Interpreter-Technician**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$19.50	\$19.65	\$19.85	\$20.20	\$20.60
2	\$20.15	\$20.30	\$20.50	\$20.86	\$21.28
3	\$20.78	\$20.94	\$21.15	\$21.52	\$21.95
4	\$21.50	\$21.66	\$21.88	\$22.26	\$22.71
5	\$22.19	\$22.36	\$22.58	\$22.98	\$23.44
6	\$22.88	\$23.05	\$23.28	\$23.69	\$24.16
7	\$23.63	\$23.81	\$24.05	\$24.47	\$24.96
8	\$24.43	\$24.61	\$24.86	\$25.30	\$25.81
9	\$25.21	\$25.40	\$25.65	\$26.10	\$26.62
10	\$26.05	\$26.25	\$26.51	\$26.97	\$27.51
11	\$26.87	\$27.07	\$27.34	\$27.82	\$28.38
12	\$27.77	\$27.98	\$28.26	\$28.75	\$29.33

1.1.2 Subcategory of Paratechnical Support Positions

Class of employment: **Laboratory Attendant**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$15.48	\$15.60	\$15.76	\$16.04	\$16.36
2	\$15.86	\$15.98	\$16.14	\$16.42	\$16.75
3	\$16.22	\$16.34	\$16.50	\$16.79	\$17.13
4	\$16.61	\$16.73	\$16.90	\$17.20	\$17.54
5	\$16.99	\$17.12	\$17.29	\$17.59	\$17.94

Class of employment: **Day Care Service Educator**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$17.18	\$17.31	\$17.48	\$17.79	\$18.15
2	\$17.78	\$17.91	\$18.09	\$18.41	\$18.78
3	\$18.40	\$18.54	\$18.73	\$19.06	\$19.44
4	\$19.02	\$19.16	\$19.35	\$19.69	\$20.08
5	\$19.65	\$19.80	\$20.00	\$20.35	\$20.76
6	\$20.35	\$20.50	\$20.71	\$21.07	\$21.49
7	\$21.03	\$21.19	\$21.40	\$21.77	\$22.21

Class of employment: **Day Care Service Educator, Principal Class**

Week: 35 hours

Step	Rates 2011-07-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$20.61	\$20.82	\$21.18	\$21.60
2	\$21.22	\$21.43	\$21.81	\$22.25
3	\$21.86	\$22.08	\$22.47	\$22.92
4	\$22.52	\$22.75	\$23.15	\$23.61
5	\$23.17	\$23.40	\$23.81	\$24.29

Class of employment: **Nursing Assistant or
those possessing a Diploma in Health**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$15.72	\$15.84	\$16.00	\$16.28	\$16.61
2	\$16.17	\$16.29	\$16.45	\$16.74	\$17.07
3	\$16.70	\$16.83	\$17.00	\$17.30	\$17.65
4	\$17.29	\$17.42	\$17.59	\$17.90	\$18.26
5	\$17.79	\$17.92	\$18.10	\$18.42	\$18.79
6	\$18.35	\$18.49	\$18.67	\$19.00	\$19.38
7	\$18.98	\$19.12	\$19.31	\$19.65	\$20.04
8	\$19.61	\$19.76	\$19.96	\$20.31	\$20.72
9	\$20.28	\$20.43	\$20.63	\$20.99	\$21.41
10	\$21.03	\$21.19	\$21.40	\$21.77	\$22.21

Class of employment: **School Transportation Inspector**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$16.30	\$16.42	\$16.58	\$16.87	\$17.21
2	\$16.80	\$16.93	\$17.10	\$17.40	\$17.75
3	\$17.28	\$17.41	\$17.58	\$17.89	\$18.25
4	\$17.81	\$17.94	\$18.12	\$18.44	\$18.81
5	\$18.34	\$18.48	\$18.66	\$18.99	\$19.37
6	\$18.89	\$19.03	\$19.22	\$19.56	\$19.95
7	\$19.47	\$19.62	\$19.82	\$20.17	\$20.57
8	\$20.03	\$20.18	\$20.38	\$20.74	\$21.15
9	\$20.62	\$20.77	\$20.98	\$21.35	\$21.78

Class of employment: **Printing Operator**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$15.48	\$15.60	\$15.76	\$16.04	\$16.36
2	\$15.99	\$16.11	\$16.27	\$16.55	\$16.88
3	\$16.45	\$16.57	\$16.74	\$17.03	\$17.37
4	\$17.07	\$17.20	\$17.37	\$17.67	\$18.02
5	\$17.54	\$17.67	\$17.85	\$18.16	\$18.52
6	\$18.09	\$18.23	\$18.41	\$18.73	\$19.10
7	\$18.63	\$18.77	\$18.96	\$19.29	\$19.68

Class of employment: **Printing Operator, Principal Class**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$18.09	\$18.23	\$18.41	\$18.73	\$19.10
2	\$18.66	\$18.80	\$18.99	\$19.32	\$19.71
3	\$19.23	\$19.37	\$19.56	\$19.90	\$20.30
4	\$19.86	\$20.01	\$20.21	\$20.56	\$20.97
5	\$20.49	\$20.64	\$20.85	\$21.21	\$21.63

Class of employment: **Data Processing Operator, Class I**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$17.21	\$17.34	\$17.51	\$17.82	\$18.18
2	\$17.81	\$17.94	\$18.12	\$18.44	\$18.81
3	\$18.46	\$18.60	\$18.79	\$19.12	\$19.50
4	\$19.17	\$19.31	\$19.50	\$19.84	\$20.24
5	\$19.87	\$20.02	\$20.22	\$20.57	\$20.98
6	\$20.59	\$20.74	\$20.95	\$21.32	\$21.75

Class of employment: **Data Processing Operator, Principal Class**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$20.59	\$20.74	\$20.95	\$21.32	\$21.75
2	\$21.31	\$21.47	\$21.68	\$22.06	\$22.50
3	\$22.04	\$22.21	\$22.43	\$22.82	\$23.28
4	\$22.75	\$22.92	\$23.15	\$23.56	\$24.03
5	\$23.52	\$23.70	\$23.94	\$24.36	\$24.85
6	\$24.32	\$24.50	\$24.75	\$25.18	\$25.68
7	\$25.14	\$25.33	\$25.58	\$26.03	\$26.55

Class of employment: **Binder**

Week: 35 hours

Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
\$19.38	\$19.53	\$19.73	\$20.08	\$20.48

1.2 CATEGORY OF ADMINISTRATIVE SUPPORT POSITIONS

Class of employment: **Buyer**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$19.38	\$19.53	\$19.73	\$20.08	\$20.48
2	\$19.94	\$20.09	\$20.29	\$20.65	\$21.06
3	\$20.58	\$20.73	\$20.94	\$21.31	\$21.74
4	\$21.29	\$21.45	\$21.66	\$22.04	\$22.48
5	\$21.93	\$22.09	\$22.31	\$22.70	\$23.15
6	\$22.53	\$22.70	\$22.93	\$23.33	\$23.80

Class of employment: **Office Agent, Class I**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$17.63	\$17.76	\$17.94	\$18.25	\$18.62
2	\$18.23	\$18.37	\$18.55	\$18.87	\$19.25
3	\$18.82	\$18.96	\$19.15	\$19.49	\$19.88
4	\$19.50	\$19.65	\$19.85	\$20.20	\$20.60
5	\$20.15	\$20.30	\$20.50	\$20.86	\$21.28

Class of employment: **Office Agent, Principal Class**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$19.78	\$19.93	\$20.13	\$20.48	\$20.89
2	\$20.36	\$20.51	\$20.72	\$21.08	\$21.50
3	\$21.01	\$21.17	\$21.38	\$21.75	\$22.19
4	\$21.74	\$21.90	\$22.12	\$22.51	\$22.96
5	\$22.39	\$22.56	\$22.79	\$23.19	\$23.65
6	\$23.00	\$23.17	\$23.40	\$23.81	\$24.29

Class of employment: **Storekeeper, Class II**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$15.48	\$15.60	\$15.76	\$16.04	\$16.36
2	\$15.86	\$15.98	\$16.14	\$16.42	\$16.75
3	\$16.22	\$16.34	\$16.50	\$16.79	\$17.13
4	\$16.61	\$16.73	\$16.90	\$17.20	\$17.54

Class of employment: **Storekeeper, Class I**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$16.87	\$17.00	\$17.17	\$17.47	\$17.82
2	\$17.46	\$17.59	\$17.77	\$18.08	\$18.44
3	\$18.05	\$18.19	\$18.37	\$18.69	\$19.06
4	\$18.63	\$18.77	\$18.96	\$19.29	\$19.68
5	\$19.26	\$19.40	\$19.59	\$19.93	\$20.33

Class of employment: **Storekeeper, Principal Class**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$19.23	\$19.37	\$19.56	\$19.90	\$20.30
2	\$19.92	\$20.07	\$20.27	\$20.62	\$21.03
3	\$20.58	\$20.73	\$20.94	\$21.31	\$21.74
4	\$21.29	\$21.45	\$21.66	\$22.04	\$22.48
5	\$21.94	\$22.10	\$22.32	\$22.71	\$23.16
6	\$22.68	\$22.85	\$23.08	\$23.48	\$23.95
7	\$23.45	\$23.63	\$23.87	\$24.29	\$24.78

Class of employment: **Secretary**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$16.72	\$16.85	\$17.02	\$17.32	\$17.67
2	\$17.23	\$17.36	\$17.53	\$17.84	\$18.20
3	\$17.71	\$17.84	\$18.02	\$18.34	\$18.71
4	\$18.27	\$18.41	\$18.59	\$18.92	\$19.30
5	\$18.80	\$18.94	\$19.13	\$19.46	\$19.85
6	\$19.35	\$19.50	\$19.70	\$20.04	\$20.44

Class of employment: **School or Centre Secretary**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$17.63	\$17.76	\$17.94	\$18.25	\$18.62
2	\$18.17	\$18.31	\$18.49	\$18.81	\$19.19
3	\$18.72	\$18.86	\$19.05	\$19.38	\$19.77
4	\$19.28	\$19.42	\$19.61	\$19.95	\$20.35
5	\$19.87	\$20.02	\$20.22	\$20.57	\$20.98
6	\$20.44	\$20.59	\$20.80	\$21.16	\$21.58
7	\$21.04	\$21.20	\$21.41	\$21.78	\$22.22

Class of employment: **Executive Secretary**

Week: 35 hours

Step	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$19.21	\$19.35	\$19.54	\$19.88	\$20.28
2	\$19.80	\$19.95	\$20.15	\$20.50	\$20.91
3	\$20.41	\$20.56	\$20.77	\$21.13	\$21.55
4	\$21.03	\$21.19	\$21.40	\$21.77	\$22.21

1.3 CATEGORY OF LABOUR SUPPORT POSITIONS

1.3.1 Subcategory of Qualified Workman Positions

Week: 38.75 hours

Classes of employment:	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
Trade Apprentice					
1st Year	\$15.40	\$15.52	\$15.68	\$15.95	\$16.27
2nd Year	\$15.89	\$16.01	\$16.17	\$16.45	\$16.78
3rd Year	\$16.43	\$16.55	\$16.72	\$17.01	\$17.35
4th Year	\$16.99	\$17.12	\$17.29	\$17.59	\$17.94
Cabinetmaker	\$21.56	\$21.72	\$21.94	\$22.32	\$22.77
Electrician	\$21.56	\$21.72	\$21.94	\$22.32	\$22.77
Electrician, Principal Class	\$22.92	\$23.09	\$23.32	\$23.73	\$24.20
Master Pipe Mechanic	\$22.92	\$23.09	\$23.32	\$23.73	\$24.20
Stationary Engineer,					
Class 4	\$17.90	\$18.03	\$18.21	\$18.53	\$18.90
Class 3	\$19.83	\$19.98	\$20.18	\$20.53	\$20.94
Class 2	\$21.80	\$21.96	\$22.18	\$22.57	\$23.02
Class 1	\$22.49	\$22.66	\$22.89	\$23.29	\$23.76
Mechanic, Class II	\$20.05	\$20.20	\$20.40	\$20.76	\$21.18
Mechanic, Class I	\$21.56	\$21.72	\$21.94	\$22.32	\$22.77
Carpenter	\$20.62	\$20.77	\$20.98	\$21.35	\$21.78
Certified Maintenance Workman	\$20.62	\$20.77	\$20.98	\$21.35	\$21.78
Painter	\$19.13	\$19.27	\$19.46	\$19.80	\$20.20
Locksmith	\$19.62	\$19.77	\$19.97	\$20.32	\$20.73
Welder	\$21.56	\$21.72	\$21.94	\$22.32	\$22.77
Specialized Shop Mechanic	\$21.56	\$21.72	\$21.94	\$22.32	\$22.77
Pipe Fitter	\$21.56	\$21.72	\$21.94	\$22.32	\$22.77
Glazier-Installer-Mechanic	\$19.83	\$19.98	\$20.18	\$20.53	\$20.94

1.3.2 Subcategory of Maintenance and Service Positions

Week: 38.75 hours

Classes of employment:	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
Heavy Vehicle Driver Assistant	\$16.61	\$16.73	\$16.90	\$17.20	\$17.54
Trades Helper	\$16.99	\$17.12	\$17.29	\$17.59	\$17.94
Laundryman	\$16.40	\$16.52	\$16.69	\$16.98	\$17.32
Caretaker, Class II	\$17.71	\$17.84	\$18.02	\$18.34	\$18.71
Caretaker, Class I	\$19.51	\$19.66	\$19.86	\$20.21	\$20.61
Night Caretaker, Class II	\$17.26	\$17.39	\$17.56	\$17.87	\$18.23
Night Caretaker, Class I	\$18.79	\$18.93	\$19.12	\$19.45	\$19.84
Light Vehicle Driver	\$16.61	\$16.73	\$16.90	\$17.20	\$17.54
Heavy Vehicle Driver	\$18.97	\$19.11	\$19.30	\$19.64	\$20.03
Cook, Class III	\$18.95	\$19.09	\$19.28	\$19.62	\$20.01
Cook, Class II	\$19.83	\$19.98	\$20.18	\$20.53	\$20.94
Cook, Class I	\$20.62	\$20.77	\$20.98	\$21.35	\$21.78
Guard	\$15.86	\$15.98	\$16.14	\$16.42	\$16.75
Gardener	\$17.90	\$18.03	\$18.21	\$18.53	\$18.90
Maintenance Workman, Class II	\$16.22	\$16.34	\$16.50	\$16.79	\$17.13
Maintenance Workman, Class I (Window Installer, Tile Setter, Sander)	\$17.71	\$17.84	\$18.02	\$18.34	\$18.71

Section 2 HOURLY RATES AND SCALES RESULTING FROM THE IMPLEMENTATION OF THE PAY EQUITY ACT (R.S.Q., c. E-12.001)

2.1 CATEGORY OF TECHNICAL AND PARATECHNICAL SUPPORT POSITIONS

2.1.1 Subcategory of Technical Support Positions

Class of employment: **Nurse**

Week: 35 hours

Step	Rates 2010-04-01 to 2010-12-30	Rates 2010-12-31 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$21.52	\$21.53	\$21.69	\$21.91	\$22.29	\$22.74
2	\$22.30	\$22.31	\$22.48	\$22.70	\$23.10	\$23.56
3	\$23.14	\$23.15	\$23.32	\$23.55	\$23.96	\$24.44
4	\$23.98	\$23.99	\$24.17	\$24.41	\$24.84	\$25.34
5	\$24.88	\$24.89	\$25.08	\$25.33	\$25.77	\$26.29
6	\$25.77	\$25.79	\$25.98	\$26.24	\$26.70	\$27.23
7	\$26.73	\$26.75	\$26.95	\$27.22	\$27.70	\$28.25
8	\$27.72	\$27.74	\$27.95	\$28.23	\$28.72	\$29.29
9	\$28.74	\$28.76	\$28.98	\$29.27	\$29.78	\$30.38
10	\$29.81	\$29.83	\$30.05	\$30.35	\$30.88	\$31.50
11	\$30.91	\$30.93	\$31.16	\$31.47	\$32.02	\$32.66
12	\$32.05	\$32.07	\$32.31	\$32.63	\$33.20	\$33.86

2.1.2 Subcategory of Paratechnical Support Positions

Classes of employment: **Attendant for Handicapped Students
Swimming Pool Supervisor**

Week: 35 hours

Step	Rates 2010-04-01 to 2010-12-30	Rates 2010-12-31 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$16.07	\$16.10	\$16.22	\$16.38	\$16.67	\$17.00
2	\$16.54	\$16.57	\$16.69	\$16.86	\$17.16	\$17.50
3	\$17.01	\$17.04	\$17.17	\$17.34	\$17.64	\$17.99
4	\$17.57	\$17.60	\$17.73	\$17.91	\$18.22	\$18.58
5	\$18.07	\$18.10	\$18.24	\$18.42	\$18.74	\$19.11
6	\$18.59	\$18.62	\$18.76	\$18.95	\$19.28	\$19.67

Class of employment: **Student Supervisor**

Week: 35 hours

Step	Rates 2010-04-01 to 2010-12-30	Rates 2010-12-31 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$16.93	\$17.59	\$17.72	\$17.90	\$18.21	\$18.57
2	\$17.35	\$18.02	\$18.16	\$18.34	\$18.66	\$19.03
3	\$17.75	\$18.44	\$18.58	\$18.77	\$19.10	\$19.48
4	\$18.16	\$18.86	\$19.00	\$19.19	\$19.53	\$19.92
5	\$18.59	\$19.31	\$19.45	\$19.64	\$19.98	\$20.38

2.2 CATEGORY OF ADMINISTRATIVE SUPPORT POSITIONSClass of employment: **Office Agent, Class II**

Week: 35 hours

Step	Rates 2010-04-01 to 2010-12-30	Rates 2010-12-31 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$16.69	\$16.79	\$16.92	\$17.09	\$17.39	\$17.74
2	\$17.10	\$17.20	\$17.33	\$17.50	\$17.81	\$18.17
3	\$17.48	\$17.59	\$17.72	\$17.90	\$18.21	\$18.57
4	\$17.90	\$18.01	\$18.15	\$18.33	\$18.65	\$19.02

Class of employment: **Office Assistant**

Week: 35 hours

Step	Rates 2010-04-01 to 2010-12-30	Rates 2010-12-31 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
	\$16.25	\$17.00	\$17.13	\$17.30	\$17.60	\$17.95

Class of employment: **Reprography Operator**

Week: 35 hours

Step	Rates 2010-04-01 to 2010-12-30	Rates 2010-12-31 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$15.48	\$17.35	\$17.48	\$17.65	\$17.96	\$18.32
2	\$15.86	\$17.78	\$17.91	\$18.09	\$18.41	\$18.78
3	\$16.22	\$18.18	\$18.32	\$18.50	\$18.82	\$19.20
4	\$16.61	\$18.62	\$18.76	\$18.95	\$19.28	\$19.67

Class of employment: **Reprography Operator, Principal Class**

Week: 35 hours

Step	Rates 2010-04-01 to 2010-12-30	Rates 2010-12-31 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	\$15.48	\$17.07	\$17.20	\$17.37	\$17.67	\$18.02
2	\$16.02	\$17.67	\$17.80	\$17.98	\$18.29	\$18.66
3	\$16.59	\$18.30	\$18.44	\$18.62	\$18.95	\$19.33
4	\$17.16	\$18.92	\$19.06	\$19.25	\$19.59	\$19.98
5	\$17.73	\$19.55	\$19.70	\$19.90	\$20.25	\$20.66
6	\$18.34	\$20.23	\$20.38	\$20.58	\$20.94	\$21.36
7	\$18.97	\$20.92	\$21.08	\$21.29	\$21.66	\$22.09

2.3 CATEGORY OF LABOUR SUPPORT POSITIONS

2.3.1 Subcategory of Maintenance and Service Positions

Week: 38.75 hours

Classes of employment:	Rates 2010-04-01 to 2010-12-30	Rates 2010-12-31 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
General Kitchen Assistant	\$16.72	\$17.00	\$17.13	\$17.30	\$17.60	\$17.95
Maintenance Workman, Class III (Domestic Help)	\$16.25	\$16.65	\$16.77	\$16.94	\$17.24	\$17.58

APPENDIX II MOVING EXPENSES

1. The provisions of this appendix aim to determine that to which the employee, who can benefit from a reimbursement of his or her moving costs, is entitled as moving expenses under the relocation provisions in article 7-3.00.
2. Moving expenses shall not be applicable to the employee unless the Regional Placement Bureau accepts that the relocation of the employee necessitates his or her moving.

Moving shall be deemed necessary if it takes place and if the distance between the employee's new place of work and his or her former domicile is greater than sixty-five (65) kilometres.

Transportation Costs of Furniture and Personal Effects

3. The Board shall reimburse, upon presentation of supporting vouchers, the costs incurred for the transportation of the furniture and personal effects of the employee concerned, including the packing, unpacking and the costs of the insurance premium or the costs of towing a mobile home, on the condition that he or she supply, in advance, at least two (2) detailed quotations of the costs to be incurred.
4. However, the Board shall not pay the cost of transporting the employee's personal vehicle unless the location of his or her new domicile is inaccessible by road. Moreover, the cost of transporting a boat, canoe, etc., shall not be reimbursed by the Board.

Storage

5. When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new domicile, the Board shall reimburse the costs of storing the employee's furniture and personal effects and those of his or her dependents¹, for a period not exceeding two (2) months.

Concomitant Moving Expenses

6. The Board shall pay a moving allowance of seven hundred and fifty dollars (\$750) to any transferred employee who maintains a dwelling in compensation for the concomitant moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the employee is assigned to a location where complete facilities are placed at his or her disposal by the Board. In the case of an employee who does not maintain a dwelling, the Board shall pay an allowance two hundred dollars (\$200).

Compensation for a Lease

7. The employee referred to in paragraph 1 shall also be entitled, where applicable, to the following compensation: for the abandonment of a dwelling without a written lease, the Board shall pay the equivalent of one month's rent. If there is a lease, the Board shall indemnify the employee who must terminate his or her lease and for which the landlord demands compensation to a maximum period of three (3) months' rent. In both cases, the employee must attest that the landlord's request is well-founded and present supporting vouchers.
8. If the employee chooses to sublet his or her dwelling himself or herself, reasonable costs for advertising the sublease shall be assumed by the Board.

¹ For the purposes of this appendix, dependent means the spouse or dependent child defined in paragraph A) of clause 6-6.01.

Reimbursement of Expenses Inherent to the Sale or Purchase of a House

9. The Board shall reimburse, relative to the sale of the principal house-residence of the relocated employee, the following expenses:
 - a) the real estate agent's fees upon presentation of the contract with the real estate agent immediately after its signing, of the sales contract and the statement of account of the agent's fees;
 - b) the cost of notarized deeds chargeable to the employee for the purchase of a house for the purpose of residence at his or her posting on the condition that the employee 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 payable to the municipality, if need be.
10. When the house of the relocated employee, although it has been put up for sale at a reasonable price, is not sold at the time when the employee must enter a new agreement for lodging, the Board shall not reimburse the costs for looking after the unsold house. However, in this case, upon presentation of supporting vouchers, the Board shall reimburse, for a period not exceeding three (3) months, the following expenses:
 - a) the municipal and school taxes;
 - b) the interest on the mortgage;
 - c) the cost of the insurance premium.
11. In the case where a relocated employee chooses not to sell his or her principal house-residence, he or she may benefit from the provisions of this paragraph in order to avoid a double financial burden to the employee-owner due to the fact that his or her principal residence is not rented at the time when he or she must assume new obligations to live in the area of his or her assignment. The Board shall pay him or her, for the period in which his or her house is not rented, the amount of his or her new rent, up to a period of three (3) months, upon presentation of the lease. Moreover, the Board shall reimburse him or her for the reasonable costs of advertisement and the costs of no more than two (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.

Travel and Accommodation Expenses

12. When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new residence, the Board shall reimburse the employee for his or her accommodation expenses for himself or herself and his or her family in accordance with the regulation concerning the travel expenses in effect at the Board, for a period not exceeding two (2) weeks.
13. If the move is delayed with the authorization of the Board, or if the employee's family is not relocated immediately, the Board shall assume the employee's transportation costs to visit his or her family every two (2) weeks, up to five hundred (500) kilometres, if the distance to be covered is equal to or less than five hundred (500) kilometres return trip and, once a month if the return trip to be covered exceeds five hundred (500) kilometres, up to a maximum of sixteen hundred (1600) kilometres.
14. Moving expenses prescribed in this appendix shall be reimbursed within sixty (60) days of the employee's presentation of the supporting vouchers to the Board that hires him or her.

APPENDIX III EMPLOYEES BENEFICIARIES UNDER THE JAMES BAY AND NORTHERN QUÉBEC AGREEMENT ASSIGNED TO MONTRÉAL

The Kativik School Board shall maintain, for the duration of this collective agreement, a special program of benefits granted to employees beneficiaries under the James Bay and Northern Québec Agreement assigned to Montréal.

To this effect, the special program set up by the Kativik School Board includes the following elements:

- a) only the regular employee assigned on a regular basis to Montréal who is a beneficiary under the James Bay and Northern Québec Agreement and whose domicile in the legal sense of the word at the time of his or her hiring is situated in one of the Inuit communities of Québec may benefit from the special program;
- b) the special program shall terminate as soon as the Board assigns the employee to one of the Inuit communities of Québec;
- c) the employee who is subject to the special program shall receive an annual isolation and remoteness premium in addition to his or her salary according to the following rates:

July 1 to December 31, 1998:

\$9 717	with dependents ¹
\$6 075	no dependents

January 1 to December 31, 1999:

\$9 863	with dependents
\$6 166	no dependents

January 1 to December 31, 2000:

\$10 110	with dependents
\$6 320	no dependents

January 1 to December 31, 2001:

\$10 363	with dependents
\$6 478	no dependents

Period beginning on January 1, 2002:

\$10 622	with dependents
\$6 640	no dependents

Clauses 6-6.03 to 6-6.05 of the collective agreement shall apply with the necessary changes to the premium payable to the employee covered by the special program;

- d) the employee who is entitled to 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:
 - two hundred and twenty-eight (228) kilograms for each adult and each child twelve (12) years old and older;
 - one hundred and thirty-seven (137) kilograms for each child less than twelve (12) years old.

¹ Within the meaning of clause 6-6.01 of the collective agreement

The expenses shall be assumed by the Board between the Inuit community in Québec 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 6-6.08, 6-6.09 and 6-6.12 of the agreement shall apply with the necessary changes;

- e) the employee entitled to 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 community of origin or, as the case may be, to his or her new place of assignment at the Board;
- f) the employee entitled to the special program shall benefit from clauses 6-6.13 to 6-6.15, 6-6.17 and 6-6.21 of the agreement with the necessary changes, it being understood that the place of assignment is Montréal and the point of departure is the Inuit community in Québec where the employee was domiciled at the time of hiring;
- g) clause 6-6.22 of the agreement shall apply, with the necessary changes, to the employee who is entitled to the special program;
- h) the employee who is entitled to the special program shall benefit from the following policy:
 - 1) the Board shall assign an apartment rented by the Board to the employee newly assigned in Montréal;
 - 2) any regular employee may choose an apartment upon the expiry of the lease of the apartment he or she presently occupies on the condition that the lease of the new apartment be in the name of the Board. The Board may refuse the apartment chosen by the employee if the cost of the apartment is exorbitant;
 - 3) the rent of the apartment under lease to the Board and in which the employee resides shall be paid by the Board which in return shall deduct directly from the employee's salary the cost of the rent except for an exemption (subsidy) of the following amounts:
 - two hundred and sixty-five dollars (\$265) per month for the employee who is single or married or in a civil union with no children;
 - three hundred and eighty dollars (\$380) per month for the employee with children who require a second bedroom;
 - five hundred dollars (\$500) per month for the employee with two or more children and who needs an apartment with three bedrooms.

The exemption (subsidy) shall apply for each residence, regardless of the number of employees who reside therein;
 - 4) the Board shall assume the responsibility for the leases of the apartments it has leased directly;
 - 5) the Board shall not assume any responsibility nor provide any subsidy or exemption for the apartments for which it does not hold the lease;
 - 6) the Board shall be responsible for furnishing the apartments which it leases;
 - 7) the employee who occupies an apartment rented by the Board shall be entirely responsible for all damages caused to the apartment or to the furniture provided by the Board;
 - 8) the employee to 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;

- 9) the employee who chooses to occupy an apartment with more rooms than he or she needs shall be entitled only to the exemption (subsidy) equivalent to his or her needs;
- 10) the amount of exemption (subsidy) provided in subparagraph 3) may never exceed the cost of the rent;
- 11) the employee who damages the apartment or the furniture provided by the Board or who is evicted by the landlord may be denied, in the future, any benefit of the housing policy upon the decision of the executive committee for the duration decided upon by the executive committee;
- 12) should a conflict arise with or among several employees concerning the allocation of housing, the Board shall settle the matter in the manner which it deems just and fair under the circumstances.

APPENDIX IV**LETTER OF AGREEMENT CONCERNING TRAINING RELATED TO SPECIFIC SOFTWARE**

The Board commits to offering once (1) a year to regular employees professional improvement activities on specific software, the knowledge of which could constitute a particular requirement to fill permanently vacant or newly created positions.

The Board shall inform regular employees of the content and conditions of such training which shall be offered to those employees who will have requested to take part in this training. However, the Board reserves the right to set a minimum and maximum number of participants in these sessions.

Cost-related financing for this professional improvement shall come from the amounts available in the Professional Improvement chapter.

For the purposes of the collective agreement, specific software is defined as software the use of which is reserved for school boards as well as "in-house software" the use of which is specific to the School Board.

APPENDIX V CONSULTATION OF PERSONAL FILE

I, the undersigned employee, _____
(SURNAME) (GIVEN NAME)

hereby authorize my union representative _____ to consult my personal file at the personnel office of the Kativik School Board.

This authorization shall be valid for fifteen (15) days from _____ to _____ .

IN WITNESS WHEREOF, I have signed at _____ on this _____ day of the month of _____ 20____ .

Signature: _____

APPENDIX VI

SABBATICAL LEAVE PLAN WITH DEFERRED SALARY

CONTRACT AGREED UPON

BETWEEN

THE KATIVIK SCHOOL BOARD
HEREINAFTER CALLED THE BOARD

AND

SURNAME: _____ GIVEN NAME: _____

ADDRESS: _____

HEREINAFTER CALLED THE EMPLOYEE

I- Duration of Contract

This contract shall come into force on _____ and shall expire on _____.

It may expire on a different date under the circumstances and according to the terms and conditions prescribed in sections V to XII herein.

II- Duration of the Leave with Deferred Salary and Certain Inherent Terms and Conditions

- a) The duration of the leave shall be _____, that is, from _____ to _____.
- b) Upon his or her return, the employee shall be reinstated in his or her position. If the employee's position was abolished or if the employee was transferred under the agreement, he or she shall be entitled to the benefits he or she would have received had he or she been at work.
- c) If an employee in surplus is relocated to another employer during the term of this contract, the contract shall be transferred to the new employer, unless the latter refuses, in which case section V herein shall apply.
- d) The duration of the leave must be for at least six (6) consecutive months and cannot be interrupted under any circumstances regardless of the duration prescribed in clause 5-10.05.

- e) During the leave, the employee cannot receive any remuneration from the Board or from another person or company with which the Board has ties other than the amount corresponding to the percentage of his or her salary determined in section III for the duration of the contract.
- f) Notwithstanding any benefit and condition to which the employees may be entitled during the contract, the leave with deferred salary must start no later than six (6) years from the date on which the employee's salary began to be deferred.

III- Salary

During each of the years referred to in this contract, the employee shall receive ____% of the salary to which he or she would be entitled under the agreement.

(The percentage applicable is indicated in clause 5-10.04 of the agreement.)

IV- Benefits

- a) During each of the years of this contract, the employee shall benefit, insofar as he or she is normally entitled to it, from the following:
 - life insurance plan;
 - health insurance plan;
 - accumulation of sick-leave days, where applicable, according to the percentage of the salary to which he or she is entitled under section III;
 - accumulation of seniority;
 - accumulation of experience.
- b) During the sabbatical leave, the employee shall not be entitled to any of the premiums prescribed in the agreement. During each of the other months of this contract, he or she shall be entitled, where applicable, to all of these premiums, without taking into account the decrease in his or her salary under section III.
- c) For the purposes of vacation, the sabbatical leave shall constitute active service. It is understood that, during the term of the contract, including the leave, vacation shall be remunerated at the salary rate prescribed in section III. The vacation days considered used during the sabbatical leave shall be in proportion to the duration of the leave.
- d) Each of the years referred to in this contract shall apply as a period of service for the purposes of the pension plans currently in force and the average salary shall be determined on the basis of the salary that the employee would have received had he or she not taken part in the sabbatical leave with deferred salary.
- e) During each of the years covered by this contract, the employee shall be entitled to all the other benefits of the agreement which are not incompatible with the provisions of this contract and which he or she would have if he or she had not entered into this contract. However, the employee may not benefit from the provisions of article 6-6.00 during the period of the leave (regional disparities).
- f) The Board shall maintain its contribution to the Québec Pension Plan, the employment insurance plan, the Québec Parental Insurance Plan, the Québec Health Insurance Plan and the Occupational Health and Safety Plan for the duration of the leave.

V- Retirement, Withdrawal or Resignation of the Employee

In the event of the retirement, withdrawal or resignation of the employee, this contract shall expire on the date of the retirement, withdrawal or resignation under the conditions described hereinafter:

The Board shall reimburse the employee, for the term of the contract, an amount equal to the difference between the salary to which he or she would have been entitled under the agreement had he or she not signed the contract and the salary received, under this contract, without any interest.

VI- Layoff or Dismissal of Employee

In the event of the layoff or dismissal of the employee, this contract shall expire on the effective date of the layoff or dismissal. The conditions prescribed in section V shall then apply.

VII- Leave Without Salary

During the term of the contract, the total of one or more leaves without salary authorized under the agreement cannot exceed twelve (12) months. In this case, the duration of this contract shall be extended accordingly.

However, if the total of one or more leaves without salary exceeds twelve (12) months, the agreement shall expire on the twelfth (12th) month and section V of this contract shall apply.

VIII- Placement in Surplus of Employee

An employee who is placed in surplus during the contract shall continue to participate in the plan.

In the case of the employee who is relocated to another employer in the education sector, paragraph c) of section II concerning the relocated employee shall apply.

IX- Death of the Employee

In the event of the employee's death during the term of this contract, the contract shall expire on the date of the employee's death and the conditions prescribed in section V shall apply.

X- Disability**A) Disability develops during the sabbatical leave**

For the purposes of applying clause 5-3.32, disability shall be considered as beginning on the date the employee returns to work and not during the leave.

However, he or she shall be entitled, during his or her leave, to the salary according to the percentage determined in this contract.

At the end of the leave, if the employee is still disabled, he or she would be entitled to a salary insurance benefit resulting from the application of clause 5-3.32 based on the salary determined in this contract. Should the employee still be disabled at the expiry of this contract, he or she shall receive a salary insurance benefit based on his or her regular salary.

B) Disability develops before the leave is taken and still exists at the time when the leave is supposed to take place

In this case, the employee concerned may avail himself or herself of one of the following choices:

- 1° He or she may continue to participate in this contract and defer the leave until such time as he or she is no longer disabled. The employee shall then receive his or her salary insurance benefit resulting from the application of clause 5-3.32 on the basis of the salary determined in this contract.

In the event that the disability still exists during the last year of the contract, the contract may then be interrupted as of the beginning of the last year until the end of the disability. During the period of interruption, the employee shall be entitled to the salary insurance benefit resulting from the application of clause 5-3.32 based on his or her regular salary.

- 2° He or she may terminate the contract. The conditions prescribed in section V shall then apply. The salary insurance benefit resulting from the application of clause 5-3.32 shall be based on his or her regular salary.

C) Disability lasts for more than two (2) years

At the end of the two (2)-year period, this contract shall expire and the conditions prescribed in section V shall then apply.

XI- Employment Injury or Work Accident

In the case of an employment injury or work accident, article 7-8.00 shall apply on the date of the employment injury or work accident; the employee shall avail himself or herself of one of the following choices:

- 1° Interrupt the contract until he or she returns to work; however, the contract shall expire after a two (2)-year interruption period and section V shall then apply.
- 2° Terminate the contract on the date of the employment injury or work accident, section V shall then apply.

XII- Maternity Leave (21 or 20 weeks), Paternity Leave (5 weeks) and Leave for Adoption (5 weeks)

- 1° If the maternity leave, paternity leave or leave for adoption takes place before or after the leave is taken, the employee shall interrupt his or her participation for a maximum period of twenty-one (21) or twenty (20) weeks or ten (10) weeks, as the case may be for the maternity leave, of five (5) weeks for the paternity leave, or of five (5) weeks for the leave for adoption. The contract shall then be extended accordingly, article 5-4.00 shall apply and the benefits prescribed in this article shall be based on the regular salary.
- 2° However, if the maternity leave, paternity leave or leave for adoption takes place before the leave is taken, the employee may terminate this contract. The conditions provided for in Article V shall then apply. The benefits prescribed in article 5-4.00 shall be based on his or her regular salary.

IN WITNESS WHEREOF, the parties signed in _____ on this _____ day of the month of _____ 20 ____ .

For the Board

Employee's signature

c.c.: Union

APPENDIX VIII**REVISION OF THE LISTS OF ARBITRATORS**

The parties agree to meet in order to revise the list of arbitrators referred to in clauses 6-1.15 and 9-2.02, at the latest on October 31, 2011.

Between the date of the coming into force of the agreement and the conclusion of an agreement between the parties to revise the lists, the lists included in the agreement continue to apply. However, the persons whose name appear in clause 9-2.02 and who could act as arbitrator until March 30, 2010 can only be appointed by the Greffe upon agreement from the representatives of the provincial parties.

APPENDIX IX FEMINIZATION OF TEXTS

Note: These rules apply to the French text only.

APPENDIX X**EMPLOYEE ASSISTANCE PROGRAM**

1. Should the Board decide to implement an employee assistance program, it shall consult the Union on the content of the program through the Labour Relations Committee.
2. The employee assistance program shall contain provisions to the effect that the employee's participation is voluntary and that he or she is entitled to confidentiality.

APPENDIX XI ARBITRATION MEDIATION

- A) If the Board and the Union agree, in writing, on the arbitration mediation procedure under clause 9-2.21, they shall advise the records office as soon as possible and shall specify, where applicable, the prior grievance or grievances on which the arbitration mediation is based.
- B) The parties shall agree on the person who must act as mediator-arbitrator from the list of arbitrators provided in the agreement, and shall so advise the records office. Failing an agreement and, at the request of one of the parties, the mediator-arbitrator shall be appointed by the chief arbitrator from the same list.
- C) The mediator-arbitrator shall attempt to bring the parties to a solution. To this end, he or she shall have the powers of conciliation.

If a settlement is reached at this stage, it shall be confirmed in writing and shall bind the parties.

- D) Failing a settlement, the mediator-arbitrator must render a decision on the grievance under paragraph E) and under the provisions of article 9-2.00 which are not incompatible with this appendix.
- E) Pursuant to paragraph D), the arbitrator must hear the grievance with all dispatch and render his or her decision within fifteen (15) days of the end of the hearing; moreover, the arbitrator must hear the grievance on its merits before rendering a decision on a preliminary objection, unless he or she is able to dispose of it immediately. In this case, he or she must justify his or her decision on the objection at a later date.

APPENDIX XII PROGRESSIVE RETIREMENT PLAN

1. The progressive retirement plan, hereinafter called the "plan", is intended to enable an employee to reduce his or her time worked for a period of one (1) to five (5) years so that the number of hours worked per week must not be less than forty percent (40%) of the length of the regular workweek prescribed for his or her category of employment.¹

Notwithstanding the preceding paragraph, the employee and the Board may agree to schedule the number of hours worked on a basis other than weekly.

2. Only the regular full-time employee or regular part-time employee whose regular workweek is greater than forty percent (40%) of the regular workweek prescribed for his or her class of employment and who participates in one of the pension plans currently in force (CSSP, RREGOP and TPP) may benefit from the plan only once.
3. For the purposes of this appendix, the agreement mentioned shall be an integral part thereof.
4. To be eligible for the progressive retirement plan, the employee must verify with the Commission administrative des régimes de retraite et d'assurances (CARRA) that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.

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

5.
 - A) The employee who wishes to avail himself or herself of the progressive retirement plan must forward a written request to the Board at least ninety (90) days in advance. The time limit may be of a lesser duration with the Board's consent.
 - B) The request must specify the period foreseen for the progressive retirement plan, the number of hours worked and the schedule.
 - C) The employee shall also forward to the Board, at the same time as the request, an attestation from CARRA confirming that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.
6. Approval of the request for the progressive retirement plan shall be subject to a prior agreement with the Board, which shall take into account the requirements of the office, department, school or adult education centre concerned.
7. During the progressive retirement period, the employee shall receive his or her salary, including the premiums to which he or she is entitled, in proportion to the hours worked.
8. During the progressive retirement period, the employee shall accumulate his or her seniority and experience as if he or she had not availed himself or herself of the plan.
9. During the progressive retirement period, the Board shall pay its contribution to the health insurance plan on the basis of the time worked prior to the agreement, provided that the employee pay his or her own contribution. For the term of the agreement, the employee shall be entitled to the life insurance plan from which he or she benefited prior to the agreement.
10. The Board and the employee shall sign, where applicable, the agreement prescribing the terms and conditions relating to the progressive retirement plan.
11. During the progressive retirement period, the pensionable salary, for the purposes of the three (3) pension plans currently in force (CSSP, RREGOP and TPP) for the years or parts of years covered by the agreement is that the employee would have received or for a period during which benefits under the salary insurance plan are paid, to which he or she would have been entitled had he or she not availed himself or herself of the plan. The service credited for the purposes of the pension plans (CSSP, RREGOP and TPP) shall be the service that would have been credited had he or she not availed himself or herself of the plan.

¹ In the case of an employee who holds a position of a cyclical or seasonal nature, the number of hours worked cannot be less than forty percent (40%) of the duration of the regular working hours on an annual basis.

12. For the term of the agreement, the employee and the Board must pay their share of the contributions to the pension plan on the basis of the applicable salary, as if the employee had not availed himself or herself of the progressive retirement plan.
13. Except for the preceding provisions, the employee who avails himself or herself of the progressive retirement plan shall be governed by the provisions of the agreement applicable to the part-time employee whose weekly working hours are less than seventy-five percent (75%) of the duration of the regular workweek prescribed for his or her employment category.
14. The number of hours not worked per week by the employee participating in the plan shall be filled, where applicable, according to the provisions of clause 7-1.15 of the agreement.
15. Should the employee not be entitled to his or her pension upon the expiry of the agreement due to uncontrollable circumstances prescribed by regulation, the agreement shall be extended to the date on which the employee will be entitled to his or her pension even though the total progressive retirement period exceeds five (5) years.

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

16.
 - A) In the event of the retirement, resignation, layoff, dismissal or death of the employee or, where applicable, upon expiry of the extension agreed to under article 15, the agreement shall terminate on the date on which the event occurs.
 - B) The same shall apply to a withdrawal which can only occur with the consent of the Board.
 - C) The agreement shall also terminate if the employee is relocated to another employer as a result of the application of the provisions of the agreement, unless the new employer agrees to continue the agreement, subject to the approval of CARRA.
 - D) If the agreement becomes null or terminates due to circumstances mentioned previously or which are prescribed by regulation, the pensionable salary, the credited service and the contributions shall be determined for each of these circumstances in the manner prescribed by regulation.
17. For each of the years of the agreement, the employee shall be entitled to all of the benefits of the agreement not incompatible with the provisions of the agreement.
18. Upon expiry of the agreement, the employee shall resign automatically and shall be pensioned off.

**APPENDIX "A" OF APPENDIX XII
PROGRESSIVE RETIREMENT PLAN**

AGREEMENT CONCLUDED
BETWEEN

THE KATIVIK SCHOOL BOARD
HEREINAFTER CALLED
THE BOARD

AND

SURNAME: _____ GIVEN NAME: _____

ADDRESS: _____

HEREINAFTER CALLED
THE EMPLOYEE

SUBJECT: PROGRESSIVE RETIREMENT PLAN

1. Period Covered by the Progressive Retirement Plan

This agreement shall come into force on _____ and shall expire on _____.

The agreement may expire on another date under the circumstances and according to the terms and conditions prescribed in articles 15 and 16 of Appendix XII.

2. Time Worked

For the period covered by the agreement, the employee's time worked and his or her schedule shall be as follows:

Notwithstanding the preceding paragraph, the Board and the employee may agree to change the number of hours worked and his or her schedule, provided, however, that the time worked is not less than forty percent (40%) of the regular workweek prescribed for his or her employment category.

APPENDIX XIII 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 all administrative offices that it occupies in a municipal territory outside of Nunavik.

APPENDIX XIV**PARENTAL RIGHTS FOR TEMPORARY EMPLOYEES**

This appendix shall apply to temporary employees referred to in subparagraph b) of paragraph B) of clause 2-1.01 of the agreement whose period of engagement under those provisions is six (6) months or more.

Employees covered by this appendix shall benefit from article 5-4.00 of the agreement according to the following terms and conditions:

- A) To be eligible for maternity leave, the employee must have worked at the Board for at least twenty (20) weeks during the twelve (12) months preceding the leave.
- B) The employee shall benefit from parental rights only for the period during which he or she would have actually worked.
- C) The employee shall not be entitled to the provisions of article 5-4.00 concerning the extension of a maternity leave, paternity leave or leave for adoption.
- D) For these employees, the special leave prescribed in clause 5-4.21 of the agreement shall be without salary, subject to maintaining the salary for the four (4) days to which the employee may be entitled, as the case may be, under paragraph C) of clause 5-4.21.
- E) For the purposes of applying paragraph D) of clause 5-4.15, the twenty (20) weeks immediately preceding the employee's maternity leave shall exclude any period of layoff in the calculation of her average basic weekly salary.

APPENDIX XV**TRAVEL OUTSIDE OF THE EMPLOYEE'S LOCALITY OF ASSIGNMENT**

The employee who is required by the Board in the course of his or her work at the Board to travel from Montréal to the Inuit communities may calculate as working time the duration of his or her flight as well as an additional maximum period of one (1) hour each way in order to cover the time required to travel to and from the airport and the time required to check in and pick up his or her luggage.

Notwithstanding the provisions of clauses 8-2.06, 8-2.07 and 8-3.01, the Board may modify the work schedule applicable to an employee who travels from Montréal to the Inuit communities.

APPENDIX XVI GRIEVANCES AND ARBITRATION

Any arbitrator appointed under this agreement shall be deemed competent to hear all grievances which arose before the date of the coming into force of the agreement.

Any grievance which legally arose before the expiry of the former agreement and submitted to arbitration after its expiry within the time limits prescribed in the former agreement shall be deemed validly submitted to arbitration. To this end, the Board and the Ministère shall renounce raising the objection of the nonarbitrability on the basis of the nonexistence of working conditions following the expiry of the agreement.

APPENDIX XVII**ARBITRATION OF GRIEVANCES**

In order to improve the effectiveness of the arbitration system, to reduce costs and to enable the local parties to assume greater responsibility for arbitration files, the parties agree, while complying with the current arbitration procedures prescribed in the agreement, to implement two new methods for settling grievances, namely: prearbitration mediation and accelerated arbitration of a "small claims" nature.

I- PREARBITRATION MEDIATION

The Board and the Union may agree on prearbitration mediation in dealing with certain grievances. To do so, the parties shall forward a joint notice to the records office. The records office shall recommend to the parties a list of mediators chosen from the list provided in clause 9-2.02. Once the parties have approved a name from the list, the records office shall set the date, as quickly as possible, of the first mediation session.

Only an employee of the Board and an employee or an elected member of the Union may represent the parties; a party may, however, after having informed the other, call upon an advisor.

The mediator shall attempt to help the parties reach a settlement. If a settlement is reached, the mediator shall take note thereof, draft it and file a copy at the records office. The settlement shall bind the parties.

The records office shall file two (2) certified copies with the Ministre du Travail.

The procedure shall apply for every group of grievances agreed to by the Board and the Union.

In the event that a number of grievances included in the prearbitration mediation process are unresolved, those remaining shall be dealt with according to the arbitration procedure agreed to by the parties.

The mediator cannot act as an arbitrator in any grievance not settled in the prearbitration mediation process, unless the parties agreed otherwise, in writing, prior to mediation.

The fees and expenses of the arbitrator mandated to act as a mediator shall be borne in accordance with paragraph A) of clause 9-2.21.

II- ACCELERATED ARBITRATION PROCEDURE OF A "SMALL CLAIMS" NATURE**1- Admissible Grievances**

Any grievance may be referred to this procedure provided that the Board and Union explicitly agree to do so. In this case, a notice signed jointly by the authorized representatives of the parties, attesting such agreement, shall be forwarded to the records office.

Failure on the part of the Board and the Union to sign a joint notice of their intent to refer a grievance to the accelerated arbitration procedure, the Board or the Union may indicate separately such intent by forwarding a separate written notice to this effect to the records office along with a certified copy to the other party.

In this latter case, the written notice of the Union and that of the Board must both be received by the records office at least seven (7) days prior to entering the grievance in question on the arbitration roll.

2- Arbitrator

The arbitrator shall be appointed by the records office; he or she shall conduct an investigation, interrogate the parties and witnesses previously identified to the other party and may attempt to reconcile the parties either at their request or with their consent.

3- Representation

Only an employee of the Board and an employee or an elected member of the Union may represent the respective parties; a party may, however, after having informed the other, call upon an advisor.

4- Duration of Hearing

In general, a hearing usually lasts one hour.

5- Award

The arbitration award must contain a brief description of the dispute and a summary of the reasons supporting its conclusion (approximately two pages). The decision may not be cited or used by anyone as regards the arbitration of any other grievance, unless the grievance is related to an identical dispute between the Board and the 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 five (5)-working day time limit after the hearing. He or she shall also file the signed original copy at the records office.

6- Field of Application

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 clause 9-2.03, the second paragraph of clause 9-2.08, clauses 9-2.09, 9-2.11, 9-2.13, the first paragraph of clause 9-2.14, the first three subparagraphs of clause 9-2.15, the first paragraph of clause 9-2.16, and clauses 9-2.22 and 9-2.23.

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 XVIII TERMS AND CONDITIONS FOR SEVERANCE PAY
INSTALLMENTS UNDER ARTICLE 7-7.00**

1. General Rules

- 1.1 No later than thirty (30) days prior to the date on which the amount of severance pay is scheduled to be paid or begin to be paid, the employee shall indicate on a form provided by the Board for this purpose his or her choice of method of payment from among those described below.
- 1.2 To be valid, the form completed by the employee must be signed by the Board, the Union and the employee.
- 1.3 Failure to submit the form within the time limit prescribed, the employee shall be deemed to have chosen the terms and conditions of payment described in article 2.1 below.

2. Terms and conditions for severance pay installments chosen by the employee

- 2.1 Severance pay shall be remitted in one single payment on the employee's last workday. The Board shall remit the severance pay directly to the employee or to the financial institution chosen by the latter in an authorized retirement savings plan. The Board shall be informed of the name of the financial institution chosen by the employee at least two (2) weeks prior to the date foreseen for the payment.
- 2.2 Severance pay shall be remitted on the first of each month following the employee's last workday for the number of months of severance pay to which the employee is entitled.

The first installment shall be equal to two (2) months' severance pay; each subsequent installment shall be equal to one (1) month's severance pay. Thus, a twelve (12)-month severance pay shall be remitted in eleven (11) installments: the first shall pay two (2) months' severance pay followed by ten (10) equal installments each paying one (1) month's severance pay. A severance pay of less than twelve (12) months shall be remitted in the same manner by making the necessary changes to the total number of installments.

- 2.3 Severance pay shall be paid in two (2), three (3) or four (4) equal installments at the employee's choosing on dates agreed to with the Board and the employee and indicated on the form completed by the employee.
- 2.4 Severance pay shall be remitted at a rate of 1/26 of the employee's annual salary every second Thursday until it has been paid in its entirety.
- 2.5 In the case of an employee eligible for retirement or who will become entitled thereto at the end of the period covered by the severance pay, it shall take the form of a preretirement according to the terms and conditions prescribed in paragraph A) of clause 7-3.15.
- 2.6 The Board may agree on different terms and conditions with an employee with the Union's consent under clause 2-2.03 of the agreement.

FORM

**Agreement on the Terms and Conditions for
Severance Pay Installments Prescribed in Article 7-7.00**

Pursuant to article 1.1 of Appendix XVIII, it is agreed that the severance pay prescribed in article 7-7.00 be remitted to _____ according to the terms and conditions described hereinafter:

- In one installment according to the formula prescribed in article 2.1 of Appendix XVIII.
- Monthly according to the formula prescribed in article 2.2 of Appendix XVIII.
- In two, three or four equal installments according to the formula prescribed in article 2.3 of Appendix XVIII on the following dates:

- Bi-monthly according to the formula prescribed in article 2.4 of Appendix XVIII.
- As a preretirement leave according to the formula prescribed in article 2.5 of Appendix XVIII.
- Specific agreement under article 2.6 of Appendix XVIII:

Terms and conditions

Signed in _____ on this _____ day of the month of _____ 20 ____ .

Employee's signature

Union representative's signature

For the Board: _____

Date: _____

This agreement is valid only if it is signed by the three (3) parties.

APPENDIX XIX**JOB DESCRIPTIONS SPECIFIC TO THE KATIVIK SCHOOL BOARD**

The Board and the Union agree to meet within sixty (60) days of the signing of this agreement in order to determine the job descriptions specific to the Kativik School Board and submit a request to the competent authorities to include them in the Classification Plan of the Comité patronal de négociation pour les commissions scolaires francophones.

APPENDIX XX

LETTER OF AGREEMENT CONCERNING THE WORKING CONDITIONS OF EMPLOYEES HIRED TO PERFORM DUTIES WITHIN THE FRAMEWORK OF ADULT EDUCATION COURSES OR IN A DAY CARE SERVICE UNDER THE AEGIS OF A SCHOOL BOARD, STUDENT SUPERVISORS WORKING TEN (10) HOURS OR LESS A WEEK AND CAFETERIA EMPLOYEES WORKING TEN (10) HOURS OR LESS A WEEK

Considering that on the date of the signing of this agreement, no employee of the Board is working within the framework of adult education courses or in a day care service under the aegis of a school board or working ten (10) hours or less a week as a student supervisor or ten (10) hours or less as a cafeteria employee.

The parties agree to apply, with the necessary changes, to an employee hired after the date on which the collective agreement was signed, in the context of one of the functions previously mentioned, the pertinent provisions of the agreement negotiated and agreed at the provincial level on May 5, 2000 (S3 2000-2002 collective agreement) until such time as the negotiating parties agree otherwise.

APPENDIX XXI

LIST OF SCHOOL BOARDS IN THE TERRITORY OF THE REGIONAL OFFICES

Regional Offices	School Boards
Region 01 Du Bas-Saint-Laurent et de la Gaspésie-Îles-de-la-Madeleine	Chic-Chocs (des) Eastern Shores Fleuve-et-des-Lacs (du) Monts-et-Marées (des) Phares (des) Îles (des) Kamouraska-Rivière-du-Loup (de) René-Lévesque
Region 02 Du Saguenay-Lac-Saint-Jean	De La Jonquière Lac-Saint-Jean (du) Pays-des-Bleuets (du) Rives-du-Saguenay (des)
Region 03 De la Capitale-Nationale et de la Chaudière-Appalaches	Appalaches (des) Beauce-Etchemin (de la) Capitale (de la) Central Québec Charlevoix (de) Côte-du-Sud (de la) Découvreurs (des) Navigateurs (des) Portneuf (de) Premières-Seigneuries (des)
Region 04 De la Mauricie et du Centre-du-Québec	Bois-Francs (des) Chemin-du-Roy (du) Chênes (des) Énergie (de l') Riveraine (de la)
Region 05 De l'Estrie	Eastern Townships Hauts-Cantons (des) Région-de-Sherbrooke (de la) Sommets (des)
Region 06.1 De Laval, des Laurentides et de Lanaudière	Affluents (des) Laurentides (des) Laval (de) Pierre-Neveu Rivière-du-Nord (de la) Samares (des) Seigneurie-des-Mille-Îles (de la) Sir Wilfrid Laurier

Regional Offices	School Boards
Region 06.2 De la Montérégie	Grandes-Seigneuries (des) Hautes-Rivières (des) Marie-Victorin New Frontiers Patriotes (des) Riverside Saint-Hyacinthe (de) Sorel-Tracy (de) Trois-Lacs (des) Val-des-Cerfs (du) Vallée-des-Tisserands (de la)
Region 06.3 De Montréal	English-Montréal Kativik Lester B. Pearson Marguerite-Bourgeoys Montréal (de) Pointe-de-l'Île (de la)
Region 07 De l'Outaouais	Coeur-des-Vallées (au) Drapeurs (des) Hauts-Bois-de-l'Outaouais (des) Portages-de-l'Outaouais (des) Western Québec
Region 08 De l'Abitibi-Témiscamingue et du Nord-du-Québec	Baie-James (de la) Crie Harricana Lac-Abitibi (du) Lac-Témiscamingue (du) Or-et-des-Bois (de l') Rouyn-Noranda (de)
Region 09 De la Côte-Nord	Estuaire (de l') Fer (du) Littoral (du) Moyenne-Côte-Nord (de la)

APPENDIX XXII**LETTER OF AGREEMENT CONCERNING THE HOUSING POLICY**

The parties recognize that adequate lodging enhances the well-being of employees working in the territory of the Board.

The dwelling attributed to the employee shall be, at the time of attribution, in good repair, clean and habitable. As for the employee, he or she must keep the dwelling in the best condition possible, subject to normal wear, but will not be responsible for any deterioration beyond his or her control.

The repairs that are necessary and essential to enjoy the dwelling shall be carried out within a reasonable time, taking into account the constraints inherent to the Northern and remoteness contexts.

The dwelling shall be attributed while taking into account the terms and conditions prescribed in the directive on dwelling units. Also, the employee who has an adequate dwelling within the meaning of the directive on dwelling may not displace another employee but may move into a dwelling that is free or whose construction has just been completed, with the Board's consent.

Barring unforeseen circumstances, no employee can be forced to share his or her dwelling or to share another employee's dwelling.

APPENDIX XXIII**CLASSIFICATION OF CERTAIN EMPLOYEES**

This Appendix is applicable only to employees for whom this agreement constitutes the first agreement and to employees covered by a first accreditation prior to the date of termination of the agreement.

In such cases, the Board shall forward to the employee, within sixty (60) days after the date of signature of the agreement, a notice establishing the class of employment and step held by the employee and shall simultaneously forward a copy thereof to the Union.

The employee whose classification (class of employment and step) has thus been established and who claims that the duties mainly and customarily required by the Board correspond to a different class of employment from that assigned to him or her or who claims that the step assigned to him or her does not correspond to that which he or she is entitled to, may submit a classification grievance within ninety (90) days after receiving the notice of classification. This grievance can also be submitted by the Union and must, to the extent possible, provide the reasons for the dispute. The Board shall send a response to the employee, with a copy to the Union, within thirty (30) working days after receiving the classification grievance.

In the event of an unsatisfactory response or, failing a response within the prescribed deadline, the employee or the Union may, within twenty (20) working days after expiry of the deadline prescribed for the response, submit the grievance to arbitration according to the procedure prescribed in article 9-2.00. In the case of arbitration, clause 6-1.15 shall apply.

In this case, the arbitrator may only determine the class of employment, within the Classification Plan, in which the employee should have been classified as well as the salary step. Should the arbitrator be unable to establish a match between the characteristic assignments mainly and customarily required of the employee by the Board and a class of employment provided in the Classification Plan, clauses 6-1.09 and 6-1.11 up to and including 6-1.16 shall apply with the necessary changes.

The application of these provisions cannot have the effect of leading to the demotion of the employee concerned.

**APPENDIX XXIV TRANSITIONAL MEASURES FOR THE CLASSES OF
EMPLOYMENT OF CARETAKER, NIGHT CARETAKER,
MAINTENANCE WORKER-CLASS II, DOCUMENTATION
TECHNICIAN, AND LABORATORY TECHNICIAN**

Whereas the February 7, 2011 edition of the Classification Plan now includes the following classes of employment: caretaker, class I; caretaker, class II; night caretaker, class I; and, night caretaker, class II;

Whereas Appendix I of the 2010-2015 Agreement – Hourly Salary Rates and Scales - now includes the following classes of employment: caretaker, class I; caretaker, class II; night caretaker, class I; and, night caretaker, class II;

Whereas the February 7, 2011 edition of the Classification Plan no longer includes the classes of employment of caretaker and night caretaker;

Whereas the February 7, 2011 edition of the Classification Plan includes modifications to the following classes of employment: maintenance worker, class II; documentation technician; and, laboratory technician;

Whereas the employees concerned by the above-mentioned modifications must be informed of the class of employment that is attributed to them in the February 7, 2011 edition of the Classification Plan;

The provincial negotiating parties agree to the following:

- 1) The employee who belongs to one of the classes of employment included in the table below shall receive a notice of classification that shall provide, as of the date of the coming into force of the agreement, his or her class of employment according to the February 7, 2011 edition of the Classification Plan corresponding with the class of employment¹ held before the signature of the collective agreement;
- 2) The notice of classification shall be forwarded at the latest ninety (90) days after the coming into force of the agreement. A copy of the notice of classification shall be forwarded to the Union;
- 3) The employees concerned by the table reproduced in paragraph 4) shall be integrated according to the hourly salary rates and scales found in Appendix 1 of the 2010-2015 agreement, at the same step and at the corresponding rates and scales of the hourly salaries found in Appendix 1 of the 2005-2010 agreement;

¹ As regards the classes of employment of caretaker and night caretaker, the amount of space noted in Appendix I of the 2005-2010 collective agreement, Hourly Salary Rates and Scales, is added to the classes of employment.

4)

Class of Employment¹ Before the Date of the Coming into Force of the 2010-2015 Agreement	Class of Employment as of the Date of the Coming into Force of the 2010-2015 Agreement
Documentation Technician	Documentation Technician
Laboratory Technician	Laboratory Technician
Caretaker (9275 m ² and more)	Caretaker, Class I
Caretaker (less than 9275 m ²)	Caretaker, Class II
Night Caretaker (9275 m ² and more)	Night Caretaker, Class I
Night Caretaker (less than 9275 m ²)	Night Caretaker, Class II
Maintenance Workman, Class II (Assistant Caretaker, Day Labourer)	Maintenance Workman, Class II

- 5) The integration of the employees concerned by the preceding provisions cannot lead to a salary adjustment or retroactivity nor can it correspond to a modification of the duties within the meaning of article 6-1.00 of the agreement;
- 6) Only a faulty application of a provision in the present appendix can lead to a grievance under the agreement.

¹ As regards the classes of employment of caretaker and night caretaker, the amount of space noted in Appendix I of the 2005-2010 collective agreement, Hourly Salary Rates and Scales, is added to the classes of employment.

APPENDIX XXV LETTER OF INTENT CONCERNING THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN**1. Legislative amendments**

The government shall adopt the necessary orders-in-council and propose to the National Assembly for adoption the necessary legislative provisions in order to make the amendments prescribed in sections 2 to 7 to An Act Respecting the Government and Public Employees Retirement Plan¹ (RREGOP).

2. Number of years of service

The maximum number of credited years of service that can be used for calculating pensions has increased. This maximum shall be increased gradually and reach thirty-eight (38) years on January 1, 2014. Subject to the following, these years shall guarantee the same benefits as the previous ones:

- As of January 1, 2011, the number of credited years of service used for calculating pensions beyond thirty-five (35) years must be worked or redeemed. No redemption of service prior to January 1, 2011 may cause that the credited service used for calculating pensions shall exceed thirty-five (35) years on January 1, 2011.
- No retroactivity provision shall be allowed. Service exceeding thirty-five (35) credited years of service used for calculating pensions before January 1, 2011 shall not be recognized neither through a required contribution nor through a redemption.
- The pension reduction applicable as of the age of sixty-five (65) (QPP coordination) does not apply to the credited years of service used for calculating pensions exceeding thirty-five (35) years.
- An individual who receives a long-term salary insurance benefit cannot accumulate beyond thirty-five (35) creditable years used for calculating pensions.
- Any service occurred after January 1, 2011 beyond thirty-five (35) credited years of service is pensionable up to a maximum of thirty-eight (38) credited years of service.

Concerning the revaluation of pension credits, the increase from thirty-five (35) to thirty-eight (38) in the maximum number of years of service shall not result in the increase, or decrease, of the number of years that would be revalued if this measure did not exist.

3. Pension credits

As of January 1, 2011, the possibility of redeeming prior service in the form of pension credits is abolished.

4. Contribution formula

As of January 1, 2012, the contribution formula is amended based on the specifications described in Appendix 1.

The compensation, as described in 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 thirty-five percent (35%) MPE exemption was maintained.

The compensation amount is calculated each year, at the latest nine (9) months following the end of the calendar year, by the CARRA; it constitutes a shortfall for the participants' fund. This shortfall is absorbed each year by the government who transfers, at the three (3) months following the CARRA's calculation, the required amount from the employers' contribution fund to the RREGOP employee contribution fund (fund 301).

¹ (R.S.Q., c. R-10).

5. Bank of ninety (90) days

Absences without pay that are not redeemed and subsequent to January 1, 2011 may not be granted without cost upon retirement. However, absences without pay in consideration of parental leaves that are not redeemed can continue to be offset by the ninety (90)-day bank. The ninety (90)-day limit continues to apply.

6. Frequency of actuarial valuations

The frequency of actuarial valuations remains on a three (3)-year basis. However, an update of the actuarial valuation is performed yearly.

7. Indexation clause

Should there be a surplus that exceeds by more than twenty percent (20%) the unfunded liability for benefits for which members are responsible, as identified in a three (3)-year valuation based on assumptions whose relevance has been confirmed by an independent actuary or in an updated valuation, the indexation clause for benefits to which members are entitled that are payable to retirees with respect to service credited between June 30, 1982 and January 1, 2000 is improved on the January 1st following receipt by the Minister of the report of the independent actuary in the case of a three (3)-year actuarial valuation or on the January 1st following an update of such a valuation, to the extent that the portion of this surplus that exceeds twenty percent (20%) of the unfunded liability allows the cost of the improvement to be entirely covered.

This cost corresponds, with respect to the years of service credited between June 30, 1982 and January 1, 2000, to the difference between the present value of the benefits that would be payable to retirees according to the indexation clause applicable for the service credited after January 1, 2000 (CPI-three percent (3%) with a minimum of fifty percent (50%) of the CPI) and the present value of benefits for which members are responsible, payable to retirees pursuant to the indexation clause (CPI-three percent (3%)).

On January 1 of each subsequent year, the improvement of the indexation clause remains in effect only if, based on an update of the three (3)-year actuarial valuation or the receipt by the Minister of a report from the independent actuary validating a new three (3)-year actuarial valuation, there is a surplus that exceeds by more than twenty percent (20%) the unfunded liability of benefits for which members are responsible, and the portion of this surplus exceeding twenty percent (20%) of the unfunded liability entirely covers the cost of the increase as calculated above. It is understood that a benefit increased as the result of the improvement in the indexation granted for one (1) year will not be reduced thereafter.

With respect to the benefits for which the government is responsible, payable to retirees with regards to the service credited between June 30, 1982 and January 1, 2000, the government agrees, when the above conditions are met, to discuss with the union associations for whom this Letter of Intent is intended, the possibility of improving the indexation clause in the same way as it has been improved with respect to the benefits for which members are responsible.

When benefits to retirees with respect to service credited between June 30, 1982 and January 1, 2000 for which the government is responsible are not increased, a transfer of funds from the contributions by employees to the contributions of funds by employers must be made to ensure the cost-sharing of benefits provided by law, with the understanding that the improvement applies only to the portion of benefits for which members are responsible. The amount to transfer is determined by CARRA as of the December 31 preceding the improvement of benefits for which members are responsible, and payable to the retirees using the method and assumptions of the most recent actuarial valuation. This amount is transferred in the three (3)-month period following the date on which the CARRA has determined the amount to be transferred.

8. Amendments to the pension plans

Subject to the amendments prescribed herein during the term of this Agreement, no amendment to the RREGOP may make the provisions of the plan less favourable for members, unless there is an agreement between the negotiating parties to this effect.

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)

APPENDIX XXVI

**AMENDMENTS TO THE LETTER OF INTENT CONCERNING THE
GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN
SIGNED ON JULY 9, 2010**

Under the implementation of the legislative provisions arising out of the signature of the letter of intent, two amendments are made to this letter.

The first component deals with the elimination of a situation in which a participant could not reach thirty-eight (38) credited years of service. Indeed, considering the administrative impact of differentiating the long-term salary insurance benefits from the short-term ones, the saving clause to the effect that "An individual who receives a long term salary insurance benefit cannot accumulate beyond thirty-five (35) creditable years used for calculating pensions" is deleted.

The second component is to specify more clearly the objective of the parties concerning the elimination of recognized service in the form of pension credits. The wording should be as follows:

"As of January 1, 2011, the possibility of having prior service recognized in the form of pension credits with the RREGOP, RRE and RRF is abolished."

APPENDIX XXVII

**LETTER OF AGREEMENT CONCERNING THE CREATION OF A
“SKILLED WORKERS” WORKING GROUP**

1. The parties agree to create a joint intersectoral working group composed of five (5) union representatives and five (5) employer representatives. The committee has the mandate to examine the situation pertaining to employee attraction and retention as concerns the class title of skilled workers in the public and parapublic sectors herewith annexed. If need be, the working group shall specify the nature of the problems that were identified.
2. The working group shall file its recommendations, joint or not, to the negotiating parties, at the latest on December 31, 2011.

Annex

Skilled Workers

#	Class Title	Public Service	Health & Social Services	School Support	College Support
1	Insulator		6395		
2	Heavy Vehicle Driver/Driver of Mobile Vehicles and Equipment, Class II	459-20	6355	5308	C926
3	Driver of Mobile Vehicles and Equipment, Class I	459-15			
4	Body Worker - Painter	436-10			
5	Cabinetmaker/Carpenter-Cabinetmaker	410-05	6365	5102	C716
6	Electrician	421-10	6354	5104	C702
7	Tinsmith		6369		
8	Brick Mason	414-10			
9	Machinist, Millwright / Millwright Specialist / Machinist	434-20	6353	5125	
10	Master Electrician/ Electrician, Principal Class / Chief Electrician	421-05	6356	5103	C704
11	Master Mechanic of Refrigerating Machines		6366		
12	Master Plumber / Master Pipe Mechanic		6357	5114	
13	Mechanic, Class I	434-05		5106	
14	Garage Mechanic /Mechanic, Class II	43410	6380	5137	
15	Stationary Engineer	417-05 à 417-95	6383	5107 à 5110	C726 à C744
16	Mechanic of Refrigerating Machines / Refrigerationist / Refrigeration Mechanic	418-10	6352		
17	Maintenance Mechanic / Millwright		6360		C719
18	Carpenter / Shop Carpenter / Carpenter-Joiner	410-10 410-15	6364	5116	C707
19	General Utility Worker / Certified Utility Worker	416-05	6388	5117	C708
20	Painter	413-10	6362	5118	C709
21	Plasterer		6368		
22	Plumber / Pipe Mechanic / Pipe Fitter / Plumbing – Heating Mechanic	420-05	6359	5115	C706
23	Airport Attendant	462-10			
24	Locksmith		6367	5120	
25	Welder / Blacksmith-Welder	435-10 435-05	6361	5121	
26	Glass Installer-Installer-Mechanic			5126	

APPENDIX XXVIII

**SPECIFIC TERMS AND CONDITIONS APPLICABLE TO THE
EMPLOYEE WITH A CLASS OF EMPLOYMENT CONCERNED BY
A SALARY ADJUSTMENT RESULTING FROM THE
APPLICATION OF PAY EQUITY**

- 1) The employee is entitled, retroactively and according to the duration of his or her services, to an amount equal to the difference between:
 - the salary he or she would have received as of December 31, 2010 until the date of payment of the retroactivity and the salary received in application of the new salary rates and scales.

Except for the employee concerned with paragraph 2), the amounts owing are paid at the latest on September 30, 2011.

- 2) The employee who is no longer in the employ of the Board at the time of the payment of the retroactivity provided for in paragraph 1) must make a written request for payment in order to receive the amount of salary adjustment that is owed.

In the event of an employee's death, the request can be made by his or her heirs or assigns according to the same terms and conditions.

- 3) The amounts determined under this agreement shall bear interest at the legal rate in accordance with the Pay Equity Act (R.S.Q., c. E-12.001).
- 4) Section 2 of Appendix I as well as the present appendix cannot lead to a grievance under Chapter 9-0.00 of the 2010-2015 agreement.