

AGREEMENT BINDING

ON THE ONE HAND

THE EMPLOYER BARGAINING  
COMMITTEE FOR PROTESTANT  
SCHOOL BOARDS (CPNCP)

AND

ON THE OTHER HAND

L'UNION DES EMPLOYÉS-ES DE SERVICE, LOCAL 800

AFFILIATED WITH:

THE QUÉBEC FEDERATION OF  
LABOUR (FTQ)

on behalf of the unions representing  
support staff employees of the school  
boards and regional school boards for  
Protestants of Québec

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**AMENDMENTS:**

- (1) Amendment of 1991-02-12
- (2) 1991 Indexation
- (3) Amendment of 1991-10-03
- (4) Amendment of 1992-11-22
- (5) Amendment of 1992-06-25
- (6) Amendment of 1992-10-30
- (7) Amendment of 1993-11-10
- (8) Amendment of 1994-09-19

1994-09-19

CHAPTER 1-0.00      OBJECTIVE OF THE AGREEMENT, DEFINITIONS, RESPECT FOR  
HUMAN RIGHTS AND FREEDOMS AND SEXUAL HARASSMENT

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 in the agreement, the following expressions and terms signify:

1-2.01      QAPSB

Quebec Association of Protestant School Boards.

1-2.02      Seniority

Subject to article 8-1.00, seniority represents the period of employment of any regular employee in the service of the school board or school boards to which this school board is a successor and is expressed in years, months and days.

1-2.03      Fiscal Year

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

1-2.04      Class of Employment

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

1-2.05      School Board

The school board bound by the agreement.

1-2.06      Agreement

The present agreement.

1-2.07

CPNCP

Employer Bargaining Committee for Protestant School Boards, Protestant confessional school boards and corporations of school trustees for Protestants established by the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

1-2.08

Employee

The terms "employee", "the employees", "any employee", whether masculine or feminine, singular or plural, signify and include the employees defined hereinafter and to whom one or more provisions of the agreement apply in accordance with article 2-1.00.

1-2.09

Probationary Employee

The employee who has been hired and who has not completed the probation period provided for in clause 1-2.18 in order to become a regular employee.

1-2.10

Regular Employee

- a) The employee who has completed the probation period provided for in clause 1-2.18.
- b) The employee who, in the service of the school board or school boards (institutions) to which this school board is the successor, had acquired the status of regular employee or the equivalent.

1-2.11

Temporary Employee

- a) The employee who is hired as such to perform particular work in the event of a temporary increase in workload or an unforeseen event for a maximum period of four (4) months, unless there is a written agreement with the union to the contrary.

Failing agreement, the employee whose period of employment exceeds the period stipulated in the preceding paragraph shall obtain the status of regular employee. The board shall thus create a position which it determines by proceeding according to the provisions of clause 7-1.03. The employee shall automatically be included as a candidate for that position and his candidature shall be considered at the step provided for in paragraph c) of clause 7-1.03. If the employee does not obtain the position, he shall be laid off as soon as the position is filled.

1-2.11 (cont'd)

- b) Notwithstanding the foregoing, the school board may hire a temporary employee to replace an absent employee for the duration of the absence.

The temporary employee shall be dismissed when the employee whom he was replacing resumes his position or when the position becomes permanently vacant or is abolished.

1-2.12 Entente

All the stipulations of the agreement.

1-2.13 Grievance

Any disagreement regarding the interpretation or application of the agreement.

1-2.14 Disagreement

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

1-2.15 Ministère

Le ministère de l'Éducation du Québec (MEQ).

1-2.16 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.

1-2.17 National Negotiating Parties

a) Employer group: Employer Bargaining Committee for Protestant School Boards, Protestant Confessional School Boards and Corporations of School Trustees for Protestants (CPNCP)

b) Union group: L'Union des employés-es de service, local 800

affiliated with:

THE QUÉBEC FEDERATION OF LABOUR  
(QFL)

1-2.18

Probation Period

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

The employee who holds a part-time position shall undergo a probation period equal in duration to that provided for above or, if applicable, a probation period equal in duration to nine (9) consecutive months, namely, the lesser of these two periods.

If a temporary employee working as a replacement obtains, according to the provisions of article 7-1.00, the position which he held as a replacement, without any interruption between the time he was working as a replacement and the time the position became definitely vacant, the probation period to become a regular employee shall be reduced by half if the time worked as a replacement is equal to at least fifty per cent (50%) of the probation period.

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

1-2.19

Tenure

Status acquired by a regular employee who has completed at least two (2) full years of active service with the school board in a full-time position, whether he is covered by the certificate of accreditation or not since his hiring by the school board.

Insofar as there has been no break in his employment ties, the acquisition of tenure by an employee shall be delayed proportionally to the duration of the interruption of his active service.

As an exception to the rule for acquiring tenure, the employee who holds a part-time position shall maintain his status as a tenured employee if he acquired it in accordance with the preceding provisions and as long as there has been no break in his employment ties since acquiring his tenure.

1-2.20 Classification Plan

The classification plan prepared by the national negotiating employer group following consultation with the national negotiating union group for the "categories of employment of technical support, administrative support and manual support staff", December 18, 1989 edition and any modification or new classes which could be added during the life of the agreement.

1-2.21 Position

Specific assignment of an employee for the performance of duties assigned to him by the school board, it being specified that each employee holds a position subject to the provisions of article 7-3.00.

1-2.22 Full-time Position

Position whose weekly working hours are equal to or greater than seventy-five per cent (75%) of the duration of the regular workweek.

1-2.23 Part-time Position

Position whose weekly working hours are less than seventy-five per cent (75%) of the duration of the regular workweek.

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

1-2.24 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 which he 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 is leaving.

1-2.25 School Region

Any of the school regions for Protestants as established by the Ministère in its map of school boards.

1-2.26 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 is leaving, or, in classes of employment remunerated according to a single salary rate, in which the rate is less than that of the class of employment he is leaving.

1-2.27 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., Chapter R-8.2).

1-2.28 Public and Parapublic Sectors

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

1-2.29 Active Service

Period of time during which the employee's salary was maintained or during which he actually worked in the service of the school board or school boards (institutions) to which this school board is the successor since his last hiring. An employee shall acquire one year of active service if his salary has been maintained or if he has actually worked for two hundred and sixty (260) days with the exception of an employee who holds a part-time position, in which case, the calculation shall be made proportionally.

1-2.30 Union

The union bound by the agreement.

1-2.31 Salary

The amount paid to an employee in accordance with the provisions of articles 6-1.00, 6-2.00 and 6-3.00, excluding all lump sums, except for those provided for in clauses 6-2.16, 6-2.18 and 7-3.19 c).

1-3.00 RESPECT FOR HUMAN RIGHTS AND FREEDOMS

1-3.01 The school board and the union shall recognize every employee's right to exercise, in complete equality, the rights and freedoms affirmed in the Charter of Human Rights and Freedoms (R.S.Q., Chapter C-12).

The school board and the union expressly agree to respect in their actions and decisions, the practice, in full equality, of all employee's rights and freedoms without distinction, exclusion or preference which could lead to discrimination within the meaning of the Charter mentioned in the preceding paragraph.

1-3.02 It is agreed that there will be no threat, constraint, discrimination or reprisal on the part of the school board, the union or their respective representatives against an employee because of his race, religious beliefs or lack thereof, sex, sexual orientation, language, colour, nationality, social origins, political opinions, age, unless stipulated by law, the fact that an employee is pregnant, social status, marital status, or the fact that he is a handicapped person or exercising a right that is granted to him under the agreement or by law.

1-4.00 SEXUAL HARASSMENT

1-4.01 The workplace must be exempt of sexual harassment.

1-4.02 It shall be forbidden to publish or distribute posters, notices or pamphlets which do not comply with this article.

1-4.03 No one may sexually harass another person.

1-4.04 The union may submit any problem regarding sexual harassment to the Labour Relations Committee and propose preventive measures.

1-4.05 An employee who claims to have been sexually harassed may file a grievance according to the grievance procedure provided for in article 9-1.00.



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) FOR THE PROBATIONARY EMPLOYEE:

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 employment terminates; in these cases, the school board shall give this employee a notice equal to at least one pay period.

B) FOR THE TEMPORARY EMPLOYEE:

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

- 1-1.00      Objective of the Agreement
- 1-2.00      Relevant Definitions
- 1-3.00      Respect for Human Rights and Freedoms
- 1-4.00      Sexual Harassment
- 2-2.00      Recognition
- 3-1.00      Posting
- 3-2.00      Union Meetings and Use of School Board  
Premises for Union Activities
- 3-3.00      Documentation
- 3-4.00      Union Security
- 3-7.00      Union Dues
- 5-2.00      Paid Legal Holidays (provided that he has  
worked ten (10) days since his hiring and  
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      Loan and Rental of Rooms or Halls
- 6-7.00      Payment of Salary
- 7-1.03h) Procedure for Filling a Position which is  
Permanently Vacant or Newly Created

2-1.01 B) (cont'd)

- 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 Employee Working Exclusively within the Framework of Sessions of Adult Education Courses
- 11-3.00 Local Arrangements Dealing with Clauses or Articles Listed in this Subparagraph
- 11-4.00 Interpretation of Texts
- 11-5.00 Coming into Force of the Agreement
- 11-7.00 Appendices and Letters of Agreement Dealing with Clauses or Articles Enumerated in this Subparagraph
- 11-8.00 Printing of the Agreement

b) The temporary employee who has worked in a continuous manner for a period of at least six (6) months since his hiring or within the framework of two (2) or more immediately consecutive hirings shall also be entitled to the provisions of the following clauses and articles:

- 3-5.00 Union Representation
- 3-6.00 Leaves of Absence for Union Activities (except for long-term leaves for union activities as well as participation on national committees)
- 5-1.00 Special Leaves
- 5-3.00 Life, Health and Salary Insurance Plans
- 5-4.00 Parental Rights: according to the terms and conditions provided for in Appendix VIII
- 5-6.00 Vacation
- 5-9.00 Work Accidents and Occupational Diseases (with the exception of clauses 5-9.12 to 5-9.18 inclusively)

The employee referred to in this subparagraph shall still benefit from the provisions provided for herein if the board rehires him within the same week or during the week which immediately follows the last period of employment during which he was entitled to these provisions.

- c) The temporary employee who is hired for a predetermined period of six (6) or more consecutive months shall also benefit during his period of employment from the provisions of article 5-4.00 according to the terms and conditions provided for in Appendix VIII.
- d) Every temporary employee shall also be entitled to the grievance procedure and arbitration if he feels wronged with respect to the rights to which he is entitled under the agreement.

2-1.01

(cont'd)

C) FOR THE EMPLOYEE WHO HOLDS A PART-TIME POSITION:

When a part-time position is filled by a probationary employee, a temporary employee or a regular employee, the relevant provisions shall apply; however, whenever such provisions are applied in proportion to the regular hours paid, specific terms, if any, are provided for in each article.

D) FOR THE EMPLOYEE WORKING EXCLUSIVELY WITHIN THE FRAMEWORK OF SESSIONS OF ADULT EDUCATION COURSES:

This employee shall only benefit from the provisions of article 10-1.00 of the agreement unless expressly stipulated to the contrary.

E) FOR THE CAFETERIA EMPLOYEE AND THE STUDENT SUPERVISOR WORKING TEN (10) HOURS OR LESS PER WEEK:

These employees shall only benefit from the provisions of article 10-2.00 of the agreement unless expressly stipulated to the contrary.

F) FOR THE EMPLOYEE WORKING IN A DAY CARE SERVICE UNDER THE AEGIS OF A SCHOOL BOARD:

This employee shall only benefit from the provisions of article 10-3.00 of the agreement unless expressly stipulated to the contrary.

G) FOR THE EMPLOYEE WORKING WITH HANDICAPPED STUDENTS INTEGRATED PARTIALLY OR TOTALLY IN REGULAR CLASSES:

This employee shall only benefit from the provisions of article 10-4.00 of the agreement unless expressly stipulated to the contrary.

2-1.02

A person who receives a salary from the school board and to whom the agreement does not apply shall not normally perform the work of an employee governed by the agreement.

The use of the services of volunteers or trainees must not entail the layoff, the placement in surplus, the demotion, the reduction in the hours of work or the abolition of a position of a regular employee.

2-2.00 RECOGNITION

2-2.01 The school board shall recognize the union as the only representative and agent of the employees covered by the agreement regarding the application of matters relative to working conditions.

2-2.02 The school board and the union recognize the national negotiating parties' right to deal with questions relating to the interpretation and application of the agreement.

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

The national negotiating parties shall not be entitled to the grievance or arbitration procedures unless otherwise stipulated.

2-2.03 Following the coming into force of the agreement, any individual agreement between an employee and the school board, regarding working conditions different from those which are provided for in the agreement, must receive the union's approval in writing in order to be valid.

2-2.04 The national negotiating parties shall agree to meet in order to discuss any question relating to the employees' working conditions and to adopt the appropriate solutions. Any solution accepted in writing by the national negotiating parties may subtract from, add to, or alter any provision of the agreement. 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.

CHAPTER 3-0.00      UNION PREROGATIVES

3-1.00      POSTING

3-1.01      The school board shall place bulletin boards at the disposal of the unions, which are in evidence in its buildings, usually those or near those used by the school board for its own documents or near the employees' entrance and exit areas.

3-1.02      The union may use these bulletin boards to post a notice of a meeting or any other document issued by the union provided that it is signed by a union representative and that a true copy is given to the person designated by the school board.

3-2.00      UNION MEETINGS AND USE OF SCHOOL BOARD PREMISES FOR UNION PURPOSES

3-2.01      All union meetings must be held outside the regular working hours of the group of employees concerned.

However, following a written request of the union, and after having obtained permission from the board, a union meeting may be held during the regular work hours of the employees, and this, without loss of salary.

3-2.02      Following agreement with the school board or its designated representative, an employee who must usually work during a meeting of his union may be absent from his work to attend the meeting, on the condition that he make up the hours during which he was absent, in addition to the number of hours of his regular workweek or of his regular workday or outside the hours provided for in his work schedule. This employee shall not be entitled to any additional remuneration on this account.

3-2.03      At the union's written request, the school board shall provide free of charge, if available, suitable space in one of its buildings for the union meetings of the members of the bargaining unit. The school board must receive the request forty-eight (48) hours in advance. It shall be the union's responsibility to see that the space used is left in the condition in which it was found.

3-2.04      The school board which already provides a room for a union secretariat at no cost to the union, shall continue to do so. If the use of such a room is withdrawn, the school board shall provide another room, under the same conditions.

3-2.04 (cont'd)

In other cases, the board shall provide a room, if available, for use as union secretariat at no cost to the union, within thirty (30) days of the date of the coming into force of the agreement.

If the use of such a room must be withdrawn, the board shall notify the union within a reasonable delay, and the parties shall meet in order to discuss the terms and conditions for replacing the room by another room, if available.

If the school board cannot provide an available room within thirty (30) days of the date of the coming into force of the agreement, the parties shall meet to assess the situation.

3-3.00 DOCUMENTATION

3-3.01 In addition to the documentation that must be provided according to the other provisions of the agreement, the school board and the union shall provide the documentation provided for in this article.

3-3.02 No later than November 30 of each year, the school board shall provide the union with the complete list of employees to whom the agreement applies and shall indicate for each: his surname and given name, status (probationary, tenured regular, regular, temporary), the position held, whether the position held is on a full-time or part-time basis, the class of employment and salary, the department or school to which he is assigned, date of birth, home address, telephone number and social insurance number, the foregoing as brought to the board's attention as well as any other information previously furnished. The school board shall continue to provide the list of employees' names in alphabetical order if it was doing so prior to the date of the coming into force of the agreement.

3-3.03 The school board shall provide the following information monthly:

- a) the names of new employees, the date on which they were hired and the information stipulated in clause 3-3.02 as well as the duration of employment during the preceding month for all temporary employees;
- b) the names of employees who have left the employment of the school board and the date of termination of employment;

- 3-3.03 (cont'd)
- c) the names of employees who changed positions, the title of the new position, the salary and the date on which this change took place;
  - d) the changes of address and telephone number of employees brought to its attention;
  - e) the information provided for in clause 7-1.04 for all employees in surplus who were reassigned to a vacant position during the preceding month, for all employees who benefited from a right to return to a vacant position during the preceding month, and for all employees who were reclassified during the preceding month;
  - f) the names of employees whose status changed (regular, tenured regular, temporary) and, if need be, who changed position (to full-time or part-time).
- 3-3.04 At the same time, the school board shall forward to the union a copy of all the directives sent to an employee, a group of employees or to all the employees to whom the agreement applies.
- 3-3.05 The school board shall forward the union a copy of all regulations or resolutions, within fifteen (15) days of their adoption, concerning an employee, a group of employees or all the employees to whom the agreement applies.
- 3-3.06 The union shall provide the school board with the names of its representatives, their job titles, the name of the committee on which they sit within fifteen (15) days of their appointment, if applicable, and shall advise the board of any change.
- 3-3.07 The school board shall forward to the union the names of the employees who obtained a leave of absence without salary of more than one (1) month or a leave provided for in article 5-4.00 and shall indicate the anticipated duration of the absence. The union shall be notified of any extension.
- 3-3.08 The school board shall transmit, in writing, to all employees the new salary scales and the single salary rates, adjusted where applicable, resulting from the application of the provisions provided for in Chapter 6-0.00 of the agreement within sixty (60) days of the publication of the consumer price index (CPI) for the period concerned.

3-4.00 UNION SECURITY

3-4.01 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 the provisions of clause 3-4.03.

3-4.02 The employee who is hired after the coming into force of the agreement must become a member of the union, subject to the provisions of clause 3-4.03.

3-4.03 The fact that an employee is refused, expelled or resigns from the union shall in no way affect his employment ties with the school board.

3-4.04 For the purposes of applying this article, the school board shall give an application form for membership in the union to the employee who is hired after the coming into force of the agreement in accordance with the above union security provisions. The employee who is hired after the coming into force of the agreement shall complete this form and shall return it to the union through the school board. The union shall provide the school board with the said form.

3-5.00 UNION REPRESENTATION

3-5.01 Union Delegate

The union may appoint one (1) employee per work establishment as a union delegate whose duties shall consist in meeting with any employee of the said building who has a problem regarding his working conditions which may give rise to a grievance.

Within the framework of the preceding provisions, the board shall authorize the employee and the union delegate to temporarily interrupt their work for a valid reason, without loss of salary or reimbursement.

However, in the case where, in the same building, there are three (3) or fewer than three (3) employees in a bargaining unit, the union may appoint a delegate for a group of employees included in its jurisdiction, which must not exceed a radius of 3,2 kilometres.

If the union delegate is unable to act or is absent, the union representative may take his place.



3-5.02 Union Representative

The union may appoint, on behalf of all employees who are members of the union, a maximum of three (3) union representatives who are school board employees, whose duties consist in assisting an employee, once a grievance has been formulated, to obtain, where applicable, the information necessary for the meeting provided for in paragraph a) of clause 9-1.03.

A union representative, in the performance of his duties, may temporarily interrupt his work for a limited time, without loss of salary or reimbursement, after having obtained permission from his immediate superior. This permission cannot be refused without a valid reason.

He may also be absent from work, without loss of salary or reimbursement, if he is required to meet with the employee and a school board representative in order to see to the application of the provisions of clause 9-1.01, after having informed his immediate superior of the name of the representative with whom he is to meet.

The union representative shall be one of the members of the grievance committee provided for in clause 9-1.03. The members of the committee may be accompanied to a meeting by a union advisor as provided for in paragraph a) of clause 9-1.03.

3-5.03 The union shall provide the school board with the name and the area of activities of each delegate and of the union representatives within fifteen (15) days of their appointment and shall also inform it of any change.

3-5.04 The union advisor may participate in the joint committees provided for in the agreement.

The competent authority of the building must be advised of all visits to the building by the union advisor beforehand and within a reasonable time period.

3-6.00 LEAVES OF ABSENCE FOR UNION ACTIVITIES

Section I Leaves of absence without loss of salary or reimbursement by the union

3-6.01 Any union representative appointed to a joint committee provided for in the agreement may be absent from his work without loss of salary or reimbursement in order to attend this committee's meetings or to carry out work required by the parties of this committee.

- 3-6.02 Any union representative appointed to a joint committee which is not provided for in the agreement, but the establishment of which is accepted by the school board and the union or by the national negotiating parties, may be absent from his work, without loss of salary or reimbursement, in order to attend this committee's meetings or to carry out work required by the parties of this committee.
- 3-6.03 The expenses incurred by the union representative appointed to a joint committee shall be reimbursed by the party he represents, except if otherwise stipulated. Thereby, he shall not be entitled to any additional remuneration.
- 3-6.04 The union representative must inform his immediate superior, in advance, of the name of the committee on which he is requested to sit and of the anticipated duration of the meeting.
- 3-6.05 Any union representative may be absent from his work without loss of salary for the purpose of the meeting between the school board and the union within the framework of the provisions of clause 9-1.03 of the agreement.
- 3-6.06 The plaintiff and the union representative shall be released from their work, without loss of salary, to attend arbitration sessions. Witnesses shall be released from their work, without loss of salary, for the time deemed necessary by the arbitrator. In the case of a collective grievance, only one plaintiff shall be released without loss of salary.
- 3-6.07 When, at the request of the school board or the competent authority mandated by it or with its express approval, a meeting involving employees is held during working hours, the employees may attend the meeting without loss of salary for the duration of the meeting.

Section II            Leaves of absence without loss of salary not deductible from the number of days allowed, but with reimbursement by the union

- 3-6.08 At the union's written request, sent a t least fifteen (15) days in advance, the school board shall release an employee for fulltime union activities for an uninterrupted period varying from one (1) to twelve (12) months, renewable according to the same procedure.

3-6.09 The union must notify the school board at least fifteen (15) days before an employee's return to work and the latter shall resume the position he held on his departure unless the position was abolished during his absence or the employee concerned was displaced as a result of the application of the provisions of article 7-3.00.

3-6.10 The employee released by virtue of the provisions of clause 3-6.08 shall maintain his salary and fringe benefits as well as the rights and privileges conferred on him by the agreement and shall accumulate experience.

3-6.11 In the case of absences granted by virtue of the provisions provided for in clause 3-6.08, the union shall reimburse the school board, on a quarterly basis, every amount paid to such employee as well as any amount paid by the school board for and on behalf of the employee concerned, within thirty (30) days after the union receives a statement to this effect.

Section III      Leaves of absence without loss of salary  
deductible by the union

3-6.12 At the union's written request, sent at least forty-eight (48) hours before the date of the beginning of the absence, the school board shall release an employee for internal union activities. This permission must not be refused without a valid reason, but may be refused if the employee has already benefited from forty (40) working days for the year. In this case, the school board shall grant one day of absence weekly if the needs of the department so allow.

3-6.13 At the union's written request, sent at least forty-eight (48) hours before the beginning of their absence, the school board shall release the official delegates designated by the union to attend various meetings called by their organizations.

These releases shall not be deductible from the number of authorized days provided for in clause 3-6.12.

3-6.14 The employee released by virtue of the provisions of clauses 3-6.12 and 3-6.13 shall maintain his salary (including the applicable premiums), the fringe benefits, as well as the rights and privileges that are conferred on him by the agreement, and shall accumulate experience.

3-6.15 In the case of absences granted by virtue of the provisions provided for in clauses 3-6.12 and 3-6.13, the union shall reimburse the school board, on a quarterly basis, every amount paid to such employee as salary (including the applicable premiums, if such be the case) within thirty (30) days after the union receives a statement to this effect.

3-7.00 UNION DUES

3-7.01 An amount equal to the dues established by union regulation or resolution shall be deducted from each employee's pay at each pay period. In the case of an employee hired after the date of the coming into force of the agreement, the school board shall deduct the said dues as well as the membership fee as of the first pay period.

3-7.02 Any change in the union dues shall take effect no later than thirty (30) days after the school board receives a copy of a regulation 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 school board.

3-7.03 Each month, the school board shall transfer to the union the dues collected during the preceding month as well as the list of the contributing employees' names and the amount paid by each. In the case where the union dues consist of a percentage of an employee's earnings, the board shall also provide the cumulative earnings on which the union dues are based for the employee concerned. In addition, the board and the union may agree that additional information pertaining to the remittance of union dues be added and transmitted to the union in a different manner on the condition that it does not oblige the board to modify its data processing program. In the case where a school board provides the list of names in alphabetical order and/or returns the dues more frequently, it shall continue to do so. The list shall also include:

- the name of the bargaining unit,
- the period covered,
- the actual regular salary from which the dues were deducted,
- the overtime rate from which the dues were deducted,
- the social insurance number.

3-7.04 The union shall assume the case of the school board and shall indemnify it against any claim that could be made by one or more employees regarding the amounts deducted from their pay by virtue of the provisions of this article.

CHAPTER 4-0.00      LABOUR RELATIONS COMMITTEE AND COMMITTEES PROVIDED FOR UNDER  
THE EDUCATION ACT

4-1.00      LABOUR RELATIONS COMMITTEE

4-1.01      Within thirty (30) days following the written request of the school board or union, the parties shall set up a parity committee called the "Labour Relations Committee".

4-1.02      This committee shall be comprised of, at most, three (3) union representatives and three (3) school board representatives.

4-1.03      The committee shall determine its own rules of procedure and shall establish the frequency of its meetings; at the request of one of the parties, the committee must meet within a reasonable period of time.

4-1.04      The committee's mandate shall be to study and discuss any mater, problem or dispute other than a grievance between the school board on the one hand and its employees and the union on the other hand and to find appropriate solutions.

4-2.00      COMMITTEES PROVIDED FOR UNDER THE EDUCATION ACT

4-2.01      An employee called on the participate on a committee provided for under the Education Act may be absent from work without loss of salary in order to take part in these meetings, after having informed his immediate superior.

CHAPTER 5-0.00      SOCIAL SECURITY

5-1.00            SPECIAL LEAVES

5-1.01            The school board shall permit an employee to be absent from work without loss of salary on the following occasions:

- a) his marriage: a maximum of seven (7) consecutive days, working days or not, including the day of the wedding;
- b) the marriage of his father, mother, son, daughter, brother, sister: the day of the event;
- c) the death of his spouse\*, of his child, his spouse's\* child living with the employee: a maximum of seven (7) consecutive days, working days or not, including the day of the funeral;
- d) the death of his father, mother, brother, sister: a maximum of five (5) consecutive days, working days or not, including the day of the funeral;
- e) the death of his father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, granddaughter, grandson, spouse's\* child who lived with him: a maximum of three (3) consecutive days, working days or not, including the day of the funeral;
- f) moving: the moving day; however, an employee shall not be entitled to more than one (1) day off per year for this purpose;
- g) a maximum of three (3) working days per year to cover any other event considered as an act of God (disaster, fire or flood) which obliges an employee to be absent from his work or any other reason which obliges the employee to be absent from his work and on which the school board and the union agree within one hundred and twenty (120) days of the date of the coming into force of the agreement to grant special permission for absence without loss of salary. This agreement between the union and the board shall constitute a local arrangement within the meaning of article 11-3.00. Any agreement concluded by virtue of the provisions of paragraph g) of clause 5-1.01 of the former agreement is maintained, unless there is an agreement to the contrary.

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\* For this purpose, the definition of spouse is the one provided for in paragraph 1) of clause 5-3.02.

5-1.02 The employee shall only be permitted to be absent, without loss of salary, in the cases referred to in paragraphs c), d) and e) of clause 5-1.01, if he attends the funeral of the deceased; if he attends and if the funeral takes place at a distance of more than two hundred and forty (240) kilometres from the employee's domicile, the latter shall be entitled to an additional day, or to two (2) additional days if he attends the funeral and if the funeral takes place at a distance of more than four hundred and eighty (480) kilometres from his domicile.

If the employee cannot avail himself of the provisions of paragraphs c), d) and e) of clause 5-1.01 due to the fact that he cannot attend the funeral of the deceased, he may be absent for the day without loss of salary to attend a service commemorative held in lieu of the funeral.

In the cases referred to in paragraphs c), d) and e) of clause 5-1.01, where there is a cremation or interment, the employee may avail himself of the following option:

paragraph c): six (6) consecutive days, working days or not, including the day of the funeral, plus one (1) additional day to attend any funeral service following the funeral;

paragraph d): four (4) consecutive days, working days or not, including the day of the funeral, plus one (1) additional day to attend any funeral service following the funeral;

paragraph e): two (2) consecutive days, working days or not, including the day of the funeral, plus one (1) additional day to attend any funeral service following the funeral.

5-1.03 In all cases, the employee must notify his immediate superior and produce, upon written request, the proof, whenever possible, or the attestation of these facts.

5-1.04 The employee who is called to act as a juror or a witness in a case where he is not a party shall benefit from a leave of absence without loss of salary. However, he must give the school board, when he receives it, the monetary compensation paid to him for services as a juror or a witness.

5-1.05 Furthermore, the school board shall, when requested, allow an employee to be absent without loss of salary during the time when:

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

5-1.06 The school board may also allow an employee to be absent without loss of salary for any other reason not provided for in this article and which it deems valid.

Inclement Weather

5-1.07 Within forty-five (45) days of the date of the coming into force of the agreement, the school board must establish, after consulting the union, a written policy applicable to all categories of personnel (teaching, professional, support) concerning the closing of establishments during inclement weather.

Within the framework of the preceding provisions, the school board must ensure that all its employees are treated in an equitable and comparable manner.

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

The board may decide that the written policies concerning the closing of schools during snowstorms remain in force as long as they comply with this clause and are applicable to inclement weather.

The school board may not reduce the benefits resulting from the policy concerning inclement weather without the consent of the union.



5-2.00 LEGAL HOLIDAYS WITH PAY

5-2.01 The employees shall benefit, without loss of salary, from thirteen (13) guaranteed legal holidays during each fiscal year.

The employee who holds a part-time position shall benefit from these legal holidays with pay in proportion to his regular workweek as compared to the length of the regular workweek. The school board and the union shall agree on the terms and conditions for the application of this paragraph.

5-2.02 These holidays are listed hereinafter. However, before July 1 of every year, after agreement with the union or with the group of unions concerned (support personnel), the distribution of these paid legal holidays may be modified.

- New Year's Day
- January 2
- Good Friday
- Easter Monday
- Fête de Dollard
- Fête nationale des Québécois
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- Boxing Day
- New Year's Eve

5-2.03 If such a paid legal holiday falls on a Saturday or Sunday, the day off shall be rescheduled, after agreement, for a day that is suitable to the school board and the union.

Subject to legal provisions to the contrary, failing an 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 which is suitable to both the employee and the school board.

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

5-2.05 In the case where the former collective agreement or a regulation or resolution of the school board in effect during the 1975-1976 year provided for a paid legal holiday plan, the application of which for any of the fiscal years of the agreement would have allowed a number of legal holidays with pay greater than that provided for annually in the first paragraph of clause 5-2.01, then the number of paid legal holidays provided for in the first paragraph of clause 5-2.01 is increased for all the employees covered by the agreement and to whom the provisions of clause 5-2.01 apply, for the year concerned, by taking the difference between the number of paid legal holidays obtained as a result of the application of the former plan for the year concerned and that provided for in the first paragraph of clause 5-2.01.

This additional number of paid legal holidays shall be scheduled by the school board before July 1 of each year, after consulting the union. This schedule must take into account the restrictions imposed by the school calendar.

5-2.06 If there is a paid legal holiday during an employee's period of disability, he shall be entitled, in addition to his disability benefit, to the difference between his full salary and the benefit for this paid legal holiday.

5-3.00 LIFE, HEALTH AND SALARY INSURANCE PLANS

I General Provisions

5-3.01 The following shall be eligible to participate in the life, health and salary insurance plans as of the prescribed date and until the date of the beginning of his retirement:

- a) any employee who holds a full-time position\*, as of the date of the coming into force of the plans described hereinafter, if he is in the employ of the school board on that date, if not, as of his entry into service;

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\* For the purpose of applying the provisions of this clause, and in this case only, an employee who holds a full-time position is one who works seventy per cent (70%) or more of the regular workweek as stipulated in article 8-2.00.

5-3.01

(cont'd)

- b) any employee who holds a part-time position\*, as of the coming into force of the plans described hereinafter, if he is in the employ of the school board on that date, if not, as of his entry into service. In this case, the school board shall pay half of the contribution which would be payable for an employee as provided for in a) above, the employee paying the remainder of the school board's contribution in addition to his own contribution.

The employee who is temporarily assigned to a position not covered by the agreement shall continue to benefit during this temporary assignment from the insurance plans provided for in the present article.

5-3.02

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

- i) spouse: the man or woman who has become a spouse by virtue of a marriage legally contracted in the Province of Québec or elsewhere and acknowledged as valid under Québec law or for an unmarried person as a result of permanently living for over three (3)\*\* years with an unmarried person of the opposite sex whom he or she publicly presents as being his or her spouse, it being specified that the dissolution of the marriage by divorce or annulment shall entail the loss of any person's rights as a "spouse" as well as any de facto separation of over three (3) months in the case of a marriage not legally contracted;

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\* For the purpose of applying the provisions of this clause, and in this case only, an employee who holds a part-time position is one who works less than seventy per cent (70%) of the regular workweek as stipulated in article 8-2.00.

\*\* Read one (1) year instead of three (3) when a child is born from the union.

5-3.02

(cont'd)

- ii) dependent child: a child of an employee, of his spouse or of both, unmarried and living or domiciled in Canada, who is relying on the employee for his financial support and is under eighteen (18) years of age; every such child under twenty-five (25) years of age who is a duly registered student attending, on a full-time basis, a recognized institution of learning, as well as every child who has become totally disabled prior to reaching his eighteenth (18th) birthday or a student who has become totally disabled between eighteen (18) and twenty-five (25) years of age and has remained continuously disabled since that time.

Definition of Disability

5-3.03

A) Disability of One Hundred and Four (104) Weeks or Less

The word "disability" means any state of incapacity resulting from an illness, an accident excluding an employment injury, which requires medical attention, as well as a surgical procedure directly related to family planning, such incapacity causing the employee to be totally unable to perform the usual duties of his position or of any other similar position calling for comparable remuneration which may be offered to him by the employer.

B) Disability of More than One Hundred and Four (104) Weeks

The definition of "disability" provided for in paragraph A) above shall apply for an additional period of one hundred and four (104) weeks following the period provided for in paragraph A) above.

At the end of this period, the word "disability" is defined as a state of incapacity causing the employee to be totally unable to perform any remunerative occupation which he is reasonably capable of performing, given his education, training and experience.

5-3.04

During the first one hundred and four (104) weeks, "period of disability" means any continuous period of disability or any series of successive periods of disability separated by less than twenty-two (22)\* days of actual full-time work or availability

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\* Read "eight (8) days" instead of "twenty-two (22) days" if the continuous period of disability which precedes his return to work is equal to or less than three (3) calendar months.

5-3.04 (cont'd)

for such full-time work, unless the employee establishes to the satisfaction of the school board or of its representative that a subsequent period of disability is due to an illness or accident in no way related to the cause of the preceding disability.

By the end of the one hundred and fourth (104th) week, "period of disability" means any continuous period of disability which may be interrupted by less than six (6) months of actual full-time work or availability for such full-time work, if it is the same disability.

5-3.05 Any period of disability resulting from self-inflicted illness or injury on the part of the employee, alcoholism or drug addiction, active participation in any riot, insurrection or criminal act or service in the armed forces shall not be recognized as a period of disability for the purposes of this article.

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

5-3.06 The life, health and salary insurance plans shall come into force on January 1, 1990.

The parity committee in force by virtue of the 1986-1989 collective agreement shall be maintained for a period of at least six (6) months. It shall be responsible for applying the basic health insurance plan and the complementary plans provided for in the 1986-1989 collective agreement.

5-3.07 Any modification to the health insurance plan or to the complementary plans shall come into force on the date set by the intersectorial parity committee.

5-3.08 As a counterpart to the school board's contribution to the benefits provided for hereinafter, the full amount of the rebate allowed by Employment and Immigration Canada (EIC), in the case of a registered plan, shall be the exclusive property of the school board.

5-3.09 Intersectorial Parity Committee

The national negotiating parties shall agree to establish, within thirty (30) days of the coming into force of the agreement, an intersectorial parity committee. This committee shall be responsible for the establishment and application of the basic health insurance plan and complementary plans.

5-3.09 (cont'd)

This committee shall consist of a maximum of eight (8) representatives from the employer group as follows:

- three (3) representatives from the elementary and secondary education sector;
- two (2) representatives from the college sector;
- three (3) representatives from the Health and Social Affairs sector;

and a maximum of eight (8) representatives from the union group responsible for the collective agreements for the unions affiliated with the FTQ (SCFP, SEPB, UES-298, UES-800).

5-3.10 The committee shall choose a chairman from outside its members no later than twenty (20) days following its creation; failing this, the chairman shall be chosen within the next twenty (20) days by the Chief Justice of the Labour Court. The chairman should preferably be an actuary, living and domiciled in the province of Québec for at least three (3) years or, failing which, a person having equivalent qualifications.

5-3.11 The employer group and the union group shall be entitled to one vote each. The chairman shall be entitled to one vote, to be used solely in the case of a tie vote. Subject to the other recourses of each of the parties, both parties shall expressly renounce any contestation before an arbitrator of any decision rendered by the committee or its chairman.

5-3.12 The intersectorial parity committee may establish a maximum of three (3) complementary plans, the cost of which shall be borne entirely by the participants. The school board shall nevertheless take part in the setting up and implementation of these plans as provided for hereinafter, especially by deducting the required contributions. Unless exempted by virtue of the provisions of clause 5-3.28, participation in a complementary plan shall presume participation in the basic health insurance plan, but a certain amount of life insurance may nevertheless be maintained for retired employees.

5-3.13 The intersectorial parity committee can only establish complementary plans regarding life, health and dental care insurance.

A complementary plan must not contain a combination of life and health insurance benefits.

5-3.13 (cont'd)

Should the employer group and the union group agree to establish a group insurance plan with benefits similar to those contained in one of the existing plans, the corresponding complementary plan shall therefore be abolished and the number of permissible plans shall be reduced.

5-3.14 The committee shall determine the provisions of the basic health insurance plan and of the complementary plans and, if applicable, draw up specifications and obtain one or more group insurance policies covering all the participants in the plans. To this end, the committee may request bids from all insurance companies with head offices located in the province of Québec or according to any other method that it determines. The policy must contain a specific provision with regard to the premium reduction which should be allowed in the event that drugs prescribed by a physician are no longer considered admissible expenses under the basic health insurance plan.

5-3.15 The committee must carry out a comparative analysis of all bids received, if need be, and after making its choice, provide each party with a report on the analysis and a statement giving reasons for its choice. The insurer selected may be a single insurer or a group of insurers acting as a single insurer.

The schedule of conditions must provide for the committee to obtain from the insurer a detailed statement of all operations carried out under the policy, various statistics and any and all information which may be required to test the accuracy of the retention calculation.

The committee must also be in a position to obtain from the insurer, at a reasonable cost included in the retention formula, any and all additional useful and relevant statements, figures or statistics which may be requested by a party. The committee shall provide each party with a copy of the information thus obtained.

5-3.16 Furthermore, if an insurer selected by the committee should at any time modify the basis of the retention calculation, the committee may select a new insurer. If the insurer should cease to comply with the schedule of conditions or should substantially alter its rates or the basis of the retention calculation, the committee shall be required to select a new insurer. Any alteration which changes the selected insurer's position in relation to the bids submitted by any other insurer shall be deemed to be substantial.

5-3.17 Every policy must be jointly issued to the parties constituting the committee and include, among others, the following stipulations:

- a) a guarantee to the effect that neither the factors of the retention formula nor the rate according to which the premiums are calculated may be increased prior to January 1, following the end of the first full policy year, nor more often than once every twelve (12) months thereafter;
- b) the excess of premiums over benefits or reimbursements paid to the insured persons must be reimbursed annually by the insurer as dividends or rebates, after deduction of the agreed amount according to the predetermined retention formula, allowing for contingency, administration, reserves, taxes and profit;
- c) the premium for a period must be computed in accordance with the rate applying to the participant on the first day of the period;
- d) no premium shall be payable for a period on the first day of which the employee is not a participant; also, the premium shall be payable in full for a period during which the employee's participation terminates.

All premiums payable by the employee by virtue of the provisions of the present article are deducted from the employee's pay.

5-3.18 The intersectorial parity committee shall entrust the employer group with the carrying out of the operations required for the implementation and the application of the basic health insurance plan and of the complementary plans; this work shall be carried out according to the committee's instructions.

The employer group shall be entitled to be reimbursed for the costs incurred as provided hereinafter.

5-3.19 Dividends or rebates to be paid as a result of favourable experience with the plans shall constitute funds entrusted to the management of the committee. Fees, including those of the committee chairman and expenses or disbursements incurred for the implementation and application of the plans, shall constitute primary liens against these funds, it being specified that the reimbursable expenses shall not include the school board's regular operating expenses. The balance of a plan's funds shall be used by the parity committee to grant a waiver of premium for a period, to meet the increases in the rates of premiums or to improve existing plans.



5-3.20 The members of the intersectorial parity committee shall not be entitled to any reimbursement of expenses or to any remuneration for their services on this committee, but their employer shall, however, pay their salaries.

5-3.21 Local Parity Committee

Within sixty (60) days following the coming into force of the agreement, the board and the union shall agree to form a local parity committee to study the file of any employee who has been on disability leave for more than six (6) months.

In the case where the employee's disability has consolidated, the committee may modify the employee's position to make it more suitable to his condition.

In the case where the position cannot be modified, the employee shall have priority in filling any vacant position, upon agreement with the committee. The committee may also decide to modify the vacant position to make it more suitable to his condition.

The committee's decision shall be enforceable and shall be binding on the employee.

For the purpose of applying the provisions of this clause, the employee's salary shall be revised, where applicable, to correspond to the position he occupies.

Notwithstanding the provisions of articles 7-1.00 and 7-3.00, any decision taken under the provisions of this clause shall prevail.

As of the date of his assignment, the employee shall no longer be considered disabled within the meaning given for "disability" in the agreement.

II Standard Life Insurance Plan

5-3.22 Each employee shall benefit, without contribution on his part, from an amount of life insurance equal to six thousand four hundred dollars (\$6,400). This amount shall be reduced by fifty per cent (50%) for the employees referred to in paragraph b) of clause 5-3.01.

5-3.23 The provisions of clause .26 of Appendix "C" of the 1971-1975 agreement shall continue to apply for the duration of the agreement to the employees who benefited from such provisions on the date of the signing of the agreement.

III Basic Health Insurance Plan

- 5-3.24 The basic plan shall cover, as per the terms set down by the intersectorial parity committee, all drugs sold by a licensed pharmacist or by a duly authorized physician, as prescribed by a physician or by a dentist, as well as, at the option of the parity committee, ambulance service, hospitalization or medical expenses not otherwise recoverable when the insured employee is temporarily outside of Canada and his condition requires hospitalization outside of Canada, the cost of purchasing an artificial limb due to a loss sustained while a participant, or other supplies or services prescribed by the attending physician and required for the treatment of an illness.
- 5-3.25 The school board's contribution to the basic health insurance plan on behalf of each employee shall be limited to the lesser of:
- a) in the case of a participant insured for himself and his dependents: fifty-four dollars (\$54) per year;
  - b) in the case of an individually insured participant: twenty-one dollars and sixty cents (\$21,60) per year;
  - c) an amount equal to twice the contribution paid by the participant himself for the benefits provided by the basic plan.
- 5-3.26 In the event that the Québec Health Insurance Plan is extended to cover drugs, the amounts of twenty-one dollars and sixty cents (\$21,60) and of fifty-four dollars (\$54) shall be reduced by two thirds (2/3) of the yearly costs of the drug benefits included in the basic health insurance plan. The balance of the premiums of the basic health insurance plan not required may be used until the expiry of the agreement as an employer's contribution to the complementary plans provided for above on the condition that the school board may not be called upon to pay an amount greater than that paid by the participant himself.
- It is understood that the complementary plans in existence on the date of the extension may be modified accordingly and that, when necessary, new complementary plans may be put into effect, subject to the maximum provided for in clause 5-3.12, including or not including the balance of the benefits of the basic plan.
- 5-3.27 The health benefits shall be reduced by the benefits payable by virtue of any other public or private, individual or group plan.

5-3.28 The participation in the basic health insurance plan shall be compulsory, but an employee may, by giving prior written notice to his school board, refuse or cease to participate in the health insurance plan provided that he establish that he and his dependents are insured under a group insurance plan affording similar benefits in terms of the provisions of clause 5-3.02. In no case may the provisions of this paragraph require an employee to subscribe to two (2) different plans affording similar benefits; it shall be up to the employee to establish it with his school board.

5-3.29 An employee who has refused or has ceased to be a participant in the plan may again become eligible thereto subject to the following conditions:

- a) he must establish to the satisfaction of the insurer that:
  - i) he was previously covered as a dependent under the provisions of clause 5-3.02 or otherwise by virtue of the current group insurance plan or of any other plan offering similar protection;
  - ii) that it is no longer possible for him to continue to be covered;
  - iii) that his application is filed within thirty (30) days following the termination of his coverage;
- b) subject to paragraph a) above, coverage shall be effective as of the first day of the period during which the application is received by the insurer;
- c) in the case of any person not insured under the current group insurance plan prior to applying for benefits thereunder, the insurer is not responsible for the payment of benefits which might be payable by a previous insurer by virtue of an extension or conversion clause or for any other reason.

5-3.30 The intersectorial parity committee shall have the right to agree to maintain from year to year for the retired employees, with appropriate amendments, the basic plan coverage without any contribution on the part of the school board provided that:

- the employee's contribution for the basic plan and the school board's corresponding contribution be determined while excluding any cost resulting from the extension of coverage applying to retired employees;

5-3.30 (cont'd)

- all disbursements, contributions and rebates pertaining to retired employees be recorded separately and any additional contribution which may be payable by the employees by virtue of the aforesaid extension to retired employees be clearly identified as such.

IV Salary Insurance Plan

5-3.31

- A) Subject to the provisions herein, every employee shall be entitled, for every period of disability during which he is absent from work, to:
- i) up to the lesser of the number of sick-leave days accumulated to his credit or of seven (7) working days: the payment of a benefit equal to the salary he would have received had he been at work;
  - ii) upon termination of the payment of the benefit provided for in subparagraph i), if applicable, but in no event before the expiry of a waiting period of seven (7) working days from the beginning of the period of disability and for a period of up to one (1) month from the beginning of the period of disability: the payment of a benefit equal to eighty per cent (80%) of the salary he would have received had he been at work;
  - iii) upon the expiry of the above-mentioned period of one (1) month and for a further period of up to twenty-four (24) months from the beginning of the disability period: the payment of a benefit equal to seventy per cent (70%) of the salary he would have received had he been at work;
  - iiii) upon the expiry of the above-mentioned period of twenty-four (24) months, the employee becomes an insured person under the long-term salary insurance plan and shall be entitled to payment of a benefit equal to seventy per cent (70%) of his salary until the age of sixty-five (65) or before if he retires before this date.

An insurer or a government agency shall pay the benefits provided for in subparagraph iii) of paragraph A) and the premiums due under the long-term salary insurance plan shall not be payable by the employee.

5-3.31

(cont'd)

For the purpose of calculating the benefit provided for in subparagraphs i), ii) and iii) of paragraph A) of this clause, the employee's salary shall be based on the salary he would be receiving if he were at work, in accordance with the provisions of Chapter 6-0.00. At the end of the period provided for in subparagraph iii) of paragraph A) of this clause, the salary applicable for the purpose of establishing the benefit provided for in subparagraph iiiii) of paragraph A) of this clause shall be that which is provided for in clause 1-2.31 of the agreement. This benefit shall be indexed, where applicable, on January 1 of each year according to the rate schedule determined under the Act respecting the Québec Pension Plan to a maximum of five per cent (5%).

For the employee who holds a part-time position, the waiting period shall be calculated only on the basis of his working days without extending the maximum period of twenty-four (24) months of benefits.

B) During a disability period, the board may authorize a regular employee, absent for at least twelve (12) weeks, to return to work on a gradual basis. In this case:

1. The employee's request shall include a medical certificate from his physician attesting that he may return to work on a gradual basis.
2. The board and the employee, accompanied, if he so desires, by his union delegate or representative, shall agree on the period of gradual return to work and its schedule; this period cannot exceed twelve (12) consecutive weeks.
3. During this period, the employee is still considered on a disability leave, even if he is working.
4. While at work, the employee must be able to perform all of his usual duties and functions.
5. The period of gradual return to work must be immediately followed by a return to work for the duration of the employee's regular workweek.
6. The preceding provisions shall not have the effect of extending the maximum number of weeks entitling him to salary insurance benefits.

5-3.31 B) (cont'd)

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

If the employee is unable to return to work for the duration of his regular workweek, upon the expiry of the period initially set for the gradual return to work, the board and the employee may agree on another period of gradual return, while respecting the other conditions provided for in this clause. Failing agreement, the employee shall definitely resume his work for the duration of his regular workweek or continue his disability period.

The disabled employee who is receiving salary insurance benefits on the date of the coming into force of the agreement may benefit from the provisions regarding the gradual return to work.

5-3.32

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 (RRE), or the Civil Service Superannuation Plan (RRF) and to avail himself of the insurance plans. However, he must pay the required contributions, except that, upon termination of the payment of the benefit provided for in subparagraph i) of paragraph A) of clause 5-3.31, he shall benefit, during a maximum period of two (2) years, from a waiver of his contributions to his pension plan (RREGOP, RRE or RRF) without losing any rights. Provisions relating to such a 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. Subject to the provisions of the agreement, payments of any benefits shall not be construed as conferring on the payee the status of an employee nor as increasing his rights as such, especially as regards the accumulation of sick-leave days.

5-3.33

The salary insurance benefits paid by virtue of the provisions of clause 5-3.31 are reduced by the initial amount of any basic disability benefit paid to an employee by virtue of a federal or provincial law, except those paid under the Unemployment Insurance Act, regardless of subsequent increases in basic benefits arising from indexation.

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

5-3.33 (cont'd)

The board shall deduct one-tenth (1/10) of a day from the bank of sick-leave days per day used by virtue of the provisions of subparagraph i) of paragraph A) of clause 5-3.31 in the case of the employee who receives benefits from the Régie de l'assurance automobile du Québec.

As of the sixty-first (61st) day from the beginning of a disability, the employee who is presumed to be entitled to disability benefits under a federal or provincial law, with the exception of the Unemployment Insurance Act must, upon written request by the school board, accompanied by the appropriate forms, request such benefits and respect all the obligations which may follow from such a request. However, the reduction of benefits provided for in clause 5-3.31 is made only from the moment when the employee is recognized as eligible and effectively begins to receive such benefits as provided for under the law. In the case where a benefit provided for under a law is granted retroactively to the first day of the disability, the employee shall undertake to reimburse the school board, as the case may be, for the portion of the benefit provided for under clause 5-3.31 as a result of the application of the first paragraph of the present clause.

Every employee who receives a disability benefit paid by virtue of a federal or provincial law, with the exception of the Unemployment Insurance Act, must, in order to be entitled to his salary insurance benefits by virtue of the provisions of clause 5-3.31, notify the school board of the amount of the weekly disability benefits that are paid to him. Furthermore, he must give his written authorization to the school board so that the latter may obtain all the necessary information as to the benefits which he receives from all organizations, in particular the RAAQ or the RRQ, which administer a disability insurance plan from which he receives benefits.

5-3.34 The payment of this benefit shall terminate at the latest with the payment due for the last week of the month during which the employee actually begins his retirement. If need be, the amount of benefit payable shall be divided as follows: for each workday of disability during a regular workweek, one-fifth (1/5) of the amount of benefit payable for one complete week.

The preceding paragraph shall only apply for the period during which the employee receives the benefits provided for in subparagraphs i), ii) and iii) of paragraph A) of clause 5-3.31.

5-3.35 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 school board with a medical certificate.

5-3.36 Benefits payable as sick-leave days or under the salary insurance plan shall be made directly by the school board, subject, however, to the employee providing the supporting documents as required by virtue of the provisions of clause 5-3.37.

5-3.37 The school 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 the certificate shall be borne by the school board if the employee is absent for less than four (4) days. The school board may also require an examination of the employee concerned in connection with any absence. The cost of the examination as well as the employee's transportation costs when the examination requires him to travel more than fifty (50) kilometres from his usual place of work shall be borne by the school board.

Upon the employee's return to work, the authority designated by the school board may require him to submit to a medical examination in order to establish whether he is sufficiently recovered to resume his work. The cost of the examination as well as the employee's transportation costs when the examination requires him to travel more than fifty (50) kilometres from his usual place of work shall be borne by the school board. If the employee's physician and the school board's physician disagree, they shall consult a third physician, whose conclusions shall be final.

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

5-3.38 When payment of the benefits provided for in subparagraphs i), ii) or iii) of paragraph A) of clause 5-3.31 is refused by reason of presumed non-existence or termination of any disability, the employee may appeal the decision according to the provisions of Chapter 9-0.00.

Notwithstanding the preceding paragraph, when payment of benefits is refused according to the provisions of subparagraph iii) of paragraph A) of clause 5-3.31, the provisions of Appendix XIV shall apply, where applicable.

5-3.39 On July 1 of every year, the school board shall credit each employee covered by this article with seven (7) working days of sick leave except for an employee's first year of service, in which case the credit shall be thirteen (13) days. This credit of six (6) additional days shall not apply when an employee is relocated by virtue of the provisions of article 7-3.00.



5-3.39 (cont'd)

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 at the salary rate in effect on that date. The six (6) additional days granted for the first year of service shall be neither redeemable nor reimbursable under any circumstances.\*

The employee who has thirteen (13) days or fewer than thirteen (13) days of sick leave accumulated to his credit on June 1 may, by a written notice to the school board prior to that date, choose not to redeem on June 30 the balance of the (7) seven days granted by virtue of the first paragraph of this clause and not used by that date. The employee, having made this choice, shall add on June 30 the balance of these seven (7) days, which are now non-redeemable, to the days of sick leave already accumulated.

The school board shall have a period of fifteen (15) days as of June 30 in which to pay the balance of these seven (7) days.

5-3.40 If an employee becomes covered by this article in the course of a fiscal year or if he leaves the board during the year, the number of days credited for the year in question shall be reduced in proportion to the number of complete months of service.

The sick-leave days used by an employee to cover his waiting period shall not be recoverable by the school board even if the employee was disabled for a period which should entail the recovery of such credits of sick-leave days.

Notwithstanding the preceding provisions, the number of days credited by virtue of clause 5-3.39 shall not be reduced following a temporary layoff made by virtue of article 7-2.00.

5-3.41 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 hours worked by an employee who holds a full-time position in the employ of the school board.

5-3.42 Notwithstanding the provisions of clause 5-3.06, the employee on disability leave on December 31, 1989 shall remain covered by the provisions of clauses 5-3.31 to 5-3.47 inclusively of the 1986-1989 collective agreement.

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\* The employee shall maintain the right to the redeemable value of the balance of sick-leave days granted on July 1, 1989 by virtue of the former agreement.

5-3.43 The employee who benefited on June 30, 1973, or, as the case may be, on June 30, 1976, or, as the case may be, until the signing of the former collective agreement, from redeemable sick-leave days, retains the right to the reimbursement of the value of the redeemable days accumulated on one of the dates which is applicable to him, in accordance with the provisions of agreements formerly applicable or of a school board regulation having the same effect, it being specified that, even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service prior to and following this specific date.

This value shall be determined on the basis of the salary on July 1, 1973, or, as the case may be, June 30, 1976, or, as the case may be, on July 1, 1979, and shall bear interest at the rate of five per cent (5%) compounded yearly as of one of the aforementioned dates that is applicable to him. These provisions shall not, however, change the value already set for the redeemable sick-leave days, the value of which has been determined by virtue of a former agreement or of a school board regulation having the same effect.

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 provided for in the provisions relating to pension plans.

The redeemable sick-leave days to an employee's credit according to the provisions of clause 5-3.43 may also be used at a rate of one (1) day per day, for purposes other than those provided for in this article when the former agreements allowed such use. Moreover, the redeemable sick-leave days to an employee's credit may also be used at a rate of one (1) day per day, for purposes other than illness, that is: in case of maternity (including extensions of maternity leave) or for extending the employee's disability leave upon expiry of the benefits provided for in subparagraph iii) of paragraph A) of clause 5-3.31 or for a pre-retirement leave. The employee may also use his non-redeemable sick-leave days to his credit, at a rate of one (1) day per day, to extend his disability leave upon expiry of the benefits provided for in subparagraph iii) of paragraph A) of clause 5-3.31. In addition, these days may also be used to extend a maternity leave. These days may also be used up to a maximum of ten (10) days to extend a paternity leave.

The redeemable sick-leave days according to the provisions of clause 5-3.43 as well as the non-redeemable sick-leave days to the credit of an employee who has thirty (30) years of seniority may also be used at a rate of one (1) day per day, up to a maximum of ten (10) days per year, to be added to the vacation period of the employee concerned. The provisions of this paragraph shall also apply to the employee who is fifty-five (55) years of age or over even if he does not have the required thirty (30) years of seniority.

5-3.44 (cont'd)

The employee who retires or who obtains a pre-retirement leave after the age of sixty-two (62) may, before his departure, use in advance the number of days which he could have used under the preceding paragraph as a leave with salary, had he remained in the employment of the board until the age of sixty-five (65). The total number of anticipated days shall be limited to twenty (20).

The redeemable sick-leave days to the employee's credit on June 30, 1973, June 30, 1976, or on the date of the signing of the former agreement, as the case may be, shall be considered used at that date when used by virtue of this clause as well as by virtue of the other provisions of this article.

5-3.45 The sick-leave days to an employee's credit shall remain to his credit and the days used shall be deducted from the total accumulated. The sick-leave days shall be used in the following order:

- 1) the redeemable days credited either by virtue of the provisions of clause 5-3.39 of the former agreement or by virtue of the provisions of clause 5-3.39 of the agreement;
- 2) after having used up the days mentioned in the preceding paragraph, the other redeemable days to the employee's credit;
- 3) after having used up the days in the two preceding paragraphs, the non-redeemable days to the employee's credit.

5-3.46 The school 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 within the sixty (60) calendar days that follow.

5-3.47 The tenured regular employee who is disabled upon the termination of the benefits provided for in clauses 5-3.31 and 5-3.44 of the 1986-1989 collective agreement as well as the employee who is disabled upon the termination of the benefits provided for in subparagraph iii) of paragraph A) of clause 5-3.31 and of clause 5-3.44 of the agreement and who are laid off by the board shall benefit from the provisions provided for in article 7-4.00.

5-4.00 PARENTAL RIGHTS

Section I General Provisions

5-4.01 The maternity leave compensation provided for in Section II shall only be paid as supplements to the unemployment insurance benefits or, in the cases stipulated hereinafter, as payments during a period of unemployment caused by a pregnancy for which unemployment insurance does not provide anything.

# For the purposes of this article, spouse means either of the man and the woman:

- # a) who are married and cohabiting;
- # b) who are living together as husband and wife and are the father and mother of the same child;
- # c) who have been living together as husband and wife for at least one (1) year.

5-4.02 If the granting of a leave is restricted to only one spouse, such restriction shall apply so long as the other spouse is also an employee of the public and parapublic sectors.

5-4.03 The school board shall not reimburse the employee for the amounts that Employment and Immigration Canada (EIC) could require her to pay under the Unemployment Insurance Act, when the employee's salary exceeds the maximum insurable by one and a half times.

# The basic weekly salary\*, deferred basic weekly salary and severance payments shall not be increased or decreased by the amounts received under the supplementary unemployment insurance benefits plan.

5-4.04 Unless there are specific provisions to the contrary, this article cannot result in granting an employee a benefit, monetary or non-monetary, which he would not have had if he had remained at work.

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# \* "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.

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Section II            Maternity Leave

5-4.05            The pregnant employee shall be entitled to a maternity leave of twenty (20) weeks' duration which, subject to the provisions of clause 5-4.08, must be consecutive.

The employee who becomes pregnant while she is benefiting from a leave of absence without pay or a partial leave without pay provided for in this article shall also be entitled to such maternity leave and to the benefits provided for in clauses 5-4.10 and 5-4.13, as the case may be.

5-4.06            The employee who gives birth to a stillborn child after the beginning of the twentieth (20th) week preceding the due date shall also be entitled to such maternity leave.

5-4.07            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.

5-4.08            When she has sufficiently recovered from her delivery and her child must remain in the hospital, the employee may interrupt her maternity leave by returning to work.

The employee whose child is hospitalized within the fifteen (15) days of his birth shall also have this right.

The leave may only be interrupted once. It is completed when the child is brought home.

5-4.09            To obtain the maternity leave, the employee must give written notice to the school board at least two (2) weeks before the date of departure. Such notice must be accompanied by a medical certificate confirming the pregnancy and the anticipated date of birth.

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

Cases Eligible for Unemployment Insurance

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5-4.10 The employee who has accumulated twenty (20) weeks of service\* and who, following the submission of a request for unemployment insurance benefits by virtue of an unemployment insurance plan, receives such benefits (except for paragraphs a) and c) below), shall be entitled, during her maternity leave, subject to clause 5-4.15, to receive:

- a) for each week of the waiting period stipulated by the unemployment insurance plan, a compensation equal to ninety-three per cent (93%)\*\* of her basic weekly salary;
- b) for each week she is receiving or could receive unemployment insurance benefits, an additional compensation equal to the difference between ninety-three per cent (93%) of her basic weekly salary and the weekly unemployment insurance benefit that she is receiving;

such additional compensation shall be calculated on the basis of the unemployment 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 unemployment insurance plan.

However, in the case of the employee who works for more than one employer from among those provided for in paragraph c) of clause 5-4.14, she shall receive an additional compensation from each of her employers. In this case, the additional compensation shall be equal to the difference between ninety-three per cent (93%) of the basic weekly salary paid by the board and the percentage of the unemployment 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 EIC.

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

\*\* Ninety-three per cent (93%):

This percentage was set to take into account the fact that the employee is exonerated, during a maternity leave, from contributing her share of premiums to the pension and unemployment insurance plans which is equal to an average of seven per cent (7%) of her salary.

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Page modified  
5-4.10 b) (cont'd)

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Moreover, if EIC reduces the number of weeks of unemployment insurance benefits to which the employee would otherwise have been entitled if she had not benefited from unemployment insurance benefits before her maternity leave, the employee shall continue to receive, for a period equivalent to the weeks deducted by EIC, the additional compensation provided for in the first subparagraph of this paragraph b) as if she had, during this period, benefited from unemployment insurance benefits;

c) for each of the weeks following the period provided for in paragraph b) of this clause, a compensation equal to ninety-three per cent (93%) of her basic weekly salary until the end of the twentieth (20th) week of the maternity leave.

5-4.11 When the employee resumes the maternity leave interrupted by virtue of the provisions of clause 5-4.08, the school board shall pay the employee the compensation to which she would have been entitled had she not availed herself of such interruption.

5-4.12 The school board may not offset, by the compensation that it pays to the employee on maternity leave, the reduction in the unemployment insurance benefits attributable to the salary earned from another employer.

Notwithstanding the provisions of the preceding paragraph, the school board shall provide such compensation if the employee proves that the salary earned is a customary salary, by means of a letter to this effect from the employer who pays it. If the employee proves that only a portion of this salary is customary, the compensation shall be limited to this portion.

The employer who pays the customary salary provided for in the preceding paragraph must, at the employee's request, produce such letter.

The total amounts received by the employee during her maternity leave, in unemployment insurance benefits, compensation and salary may not however exceed ninety-three per cent (93%) of the basic weekly salary paid by her school board or, where applicable, by her employers.

Cases not Eligible for Unemployment Insurance

# 5-4.13 The employee who is excluded from unemployment insurance benefits or who is declared ineligible shall also be excluded from any other compensation. However:

the full-time employee who has accumulated twenty (20) weeks of service shall also be entitled to a compensation equal to ninety-three per cent (93%) of her basic weekly salary for ten (10) weeks, if she does not receive unemployment insurance benefits for the following reason:

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Page modified  
5-4.13 (cont'd)

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- i) she did not hold an insurable job for at least twenty (20) weeks during the period of reference provided for in the unemployment insurance plan.

The part-time employee who has accumulated twenty (20) weeks of service shall be entitled to a compensation equal to ninety-five per cent (95%) of her basic weekly salary for ten (10) weeks, if she does not receive unemployment insurance benefits for one of the following reasons:

- i) she did not contribute to the unemployment insurance plan;

or

- ii) she did contribute but did not hold an insurable job for at least twenty (20) weeks during her period of reference.

If the part-time employee is exonerated from contributing to the pension and unemployment insurance plans, the percentage of the compensation shall be set at ninety-three per cent (93%).

5-4.14

In the cases provided for in the provisions of clauses 5-4.10 and 5-4.13:

- a) No compensation may be paid during the vacation period for which the employee is paid.
- b) The compensation due for the first two (2) weeks shall be paid by the school board in the two (2) weeks following the beginning of the leave. Unless the applicable salary payment system is on a weekly basis, the compensation due after this date shall be paid at two (2) week intervals. In the case of the employee who is eligible for unemployment insurance benefits, the first installment need only be paid fifteen (15) days after the school board receives proof that she is receiving unemployment insurance benefits. For purposes of this paragraph, a statement of benefits, a stub or information provided by the EIC to the school board by means of a computerized statement shall be considered proof.
- c) Service shall be calculated on behalf of all the employers in the public and parapublic sectors (Civil Service, Education, Health and Social Services) including the following:
  - the Commission des droits de la personne
  - the Commissions de formation professionnelle
  - the Commission des services juridiques
  - the Conseils de la santé et des services sociaux
  - the Corporations d'aide juridique
  - the Commission de la construction du Québec
  - the Office franco-québécois pour la jeunesse
  - the Régie des installations olympiques
  - Loto-Québec

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5-4.14

c) (cont'd)

- the Société des traversiers du Québec
- the Société immobilière du Québec
- and any other agency whose name is found in Schedule C of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors.

Moreover, the requirement of twenty (20) weeks of service contained in the provisions of clauses 5-4.10 and 5-4.13 shall be deemed to have been met, where applicable, when the employee meets this requirement with any 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 basic average weekly salary that she received during the last twenty (20) weeks preceding her maternity leave. If, during this 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 the benefits were established.

As well, any period during which the employee on special leave as provided for in clause 5-4.21 does not receive any benefits from the Commission de la santé et de la sécurité du travail (CSST) shall be excluded for the purpose of calculating her basic average weekly salary.

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

- e) In the case where the employee is temporarily laid off, the maternity leave benefits to which she is entitled by virtue of the agreement and paid by the board shall terminate as of the date on which the employee is laid off.

Subsequently, in the case where the employee is recalled, by virtue of her right of recall, the foregoing in accordance with the provisions of the agreement, the maternity leave benefits shall be re-established as of the date on which the employee is recalled.

However, the weeks during which the employee has received maternity leave benefits and the weeks included in the layoff period shall be deducted from the twenty (20) weeks or the ten (10) weeks to which an employee is entitled by virtue of the provisions of clauses 5-4.10 or 5-4.13, as the case may be, and the maternity leave benefits shall be re-established for the number of weeks left to cover by virtue of the provisions of clauses 5-4.10 or 5-4.13, as the case may be.

5-4.15 The maternity leave allowance\* paid by the Manpower Centres of Québec shall be deducted from the benefits to be paid under clause 5-4.10. In the case where the provisions of the third subparagraph of paragraph b) of clause 5-4.10 shall apply, the subtraction shall be made by taking into account the terms and conditions concerning the distribution of the amount to be subtracted set forth therein.

5-4.16 During such maternity leave and the extensions provided in clause 5-4.17 of this section, the employee, insofar as she is normally entitled to it, shall benefit from the following:

- . life insurance plan,
- . health insurance plan, provided she pay her share,
- . accumulation of vacation and payment made in lieu thereof,
- . accumulation of sick-leave days,
- . accumulation of seniority,
- . accumulation of experience,
- . accumulation of active service for employment security purposes,
- . 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 school board in writing of the date of such deferral no later than two (2) weeks before the expiry of the said maternity leave.

5-4.17 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 also benefit from an extension to her maternity leave of six (6) weeks if her child's health so requires.

During these extensions, the employee shall not receive any compensation or salary.

5-4.18 The maternity leave may be for a duration of less than twenty (20) weeks. If the employee returns to work within the two (2) weeks following the birth, she must, at the school board's request, produce a medical certificate confirming that she is sufficiently recovered to resume work.

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## \* It is the allowance currently set at three hundred and sixty dollars (\$360.00).

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5-4.19 During the fourth (4th) week preceding the expiry of the maternity leave, the school board must send the employee a notice indicating the anticipated date of the expiry of the said leave.

The employee to whom the school board has sent such notice must report to work upon the expiry of the maternity leave, unless such leave is extended as provided for in clause 5-4.35.

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

5-4.20 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 and privileges she would have benefited from had she been at work at that time.

Section III Special Leaves Regarding Pregnancy and Breastfeeding

Provisional Assignment and Special Leave

5-4.21 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 applicable agreements, of another class of employment in the following cases:

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

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

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

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

5-4.21 (cont'd)

If this assignment is not carried out immediately, the employee shall be entitled to a special leave which begins immediately. Unless a temporary assignment arises afterward to cancel this special leave, the special leave shall terminate for the pregnant employee, on the date of birth, and for the employee who is breastfeeding, at the end of the breastfeeding period.

During the special leave provided for in this clause, the employee is governed, as regards her compensation, by the provisions of the Act respecting occupational health and safety 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 benefit to be received on the basis of the anticipated benefits. If the Commission de la santé et de la sécurité du travail (CSST) pays the anticipated payment, the reimbursement shall be deducted from that amount. If not, the reimbursement shall be made in accordance with the provisions of clause 6-7.04 of the agreement concerning the reimbursement of amounts that have been overpaid.

In addition to the preceding provisions, at the employee's request, the board must study the possibility of temporarily changing the duties 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-day and of assigning her to other duties which she is reasonably capable of performing for the remainder of her working time. The employee shall not lose any rights as a result of the change in duties.

Other Special Leaves

5-4.22 The employee shall also be entitled to a special leave in the following cases:

- # a) when a complication in the pregnancy or a risk of miscarriage requires a work stoppage for a definite period prescribed by a medical certificate; this special leave cannot be extended beyond the beginning of the eighth (8th) week preceding the due date;
- b) upon presentation of a medical certificate prescribing the duration, when a natural or legally induced miscarriage occurs before the beginning of the twentieth (20th) week preceding the due date;

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5-4.22 (cont'd)

c) for visits related to the pregnancy which are with a health care professional and which are supported by a medical certificate.

5-4.23 As regards the visits referred to in paragraph c) of clause 5-4.22, the employee shall benefit from a special leave with salary for a maximum of four (4) days\*.

During the special leaves granted under this section, the employee shall benefit from the advantages provided for in clause 5-4.16, insofar as she is normally entitled to them, and in clause 5-4.20 of Section II. The employee referred to in clause 5-4.22 may also avail herself of the benefits of the sick-leave plan or the salary insurance plan. However, in the case of paragraph c) of clause 5-4.22, the employee must first have used up the four (4) days mentioned in the preceding paragraph.

#### Section IV Other Parental Leaves

##### Paternity Leave

5-4.24 The employee whose spouse gives birth shall be entitled to a leave with pay for a maximum period of five (5) working days. This leave may be discontinued and must be taken between the beginning of the birth and the fifteenth (15th) day following the mother's or the child's return home. One of the five (5) days may be used for the baptism or for registering the child.

##### Leaves for Adoption and Leaves of Absence without Salary with a View to Adopt

5-4.25 The employee who legally adopts a child, other than his/her spouse's child, shall be entitled to a leave of absence for a maximum period of ten (10) consecutive weeks provided his/her spouse does not also benefit from such leave. This leave must be taken following the child's placement order in accordance with the adoption system or at another date agreed to with the board.

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\* These special leaves may be taken in half-days.

# 5-4.26 The employee who legally adopts a child and who does not benefit from the ten (10)-week leave for adoption shall be entitled to a leave for a maximum period of five (5) working days, of which only the first two (2) days shall be remunerated.

This leave may be discontinuous but it may not be taken more than fifteen (15) days following the child's arrival home.

However, if it involves the spouse's child, the employee shall only be entitled to a leave without salary for a maximum period of two (2) working days.

5-4.27 For every week the employee is on leave as provided for in clause 5-4.25, he/she shall receive a compensation equal to his/her basic weekly salary, paid at two (2) week intervals, or at weekly intervals if the salary payment system is on a weekly basis.

5-4.28 The employee shall benefit with regard to the adoption of a child from a leave of absence without pay of a maximum duration of ten (10) weeks as of the date on which the employee assumes charge of the child except if it involves the spouse's child. If an adoption results, the employee may convert the leave without salary into a leave with salary.

The employee who travels outside Québec in view of an adoption, except if it involves the spouse's child, shall, for that purpose and upon written request to the board two (2) weeks in advance if possible, obtain a leave of absence without pay for the time necessary for such travel. If, as a result, the employee assumes charge of the child, the maximum duration of such leave of absence without pay shall be ten (10) weeks in accordance with the provisions of the preceding paragraph.

5-4.29 The leave for adoption provided for in clause 5-4.25 may take effect on the date of the beginning of the leave of absence without pay in view of an adoption, if the duration of the latter is ten (10) weeks and if the employee so decides after the placement order.

During the leave of absence without pay in view of an adoption, the employee shall be entitled to the same benefits as those pertaining to leaves of absence without salary and part-time leaves of absence without salary provided for in this article.

When the leave for adoption takes effect on the date of the beginning of the leave of absence without salary, the employee shall benefit exclusively from the advantages provided for in the leave for adoption.

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

# 5-4.30 An employee shall be entitled to either one of the following leaves:

- a) A leave of absence without salary shall be granted for a maximum duration of two (2) years to an employee to extend her maternity leave, to an employee to extend his paternity leave and to extend his/her ten (10)-week leave for adoption.

The full-time employee who does not use this leave of absence without salary shall be entitled to a part-time leave of absence without salary for a maximum of two (2) years.

The part-time employee shall also be entitled to this part-time leave without salary. However, the other provisions of the collective agreement concerning the determination of the number of hours of work shall remain applicable.

During this leave, the employee shall be entitled, following a written request submitted at least thirty (30) days in advance, to change his/her leave only once:

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

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

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

- b) The employee who does not use the leave provided for in the preceding paragraph a) may benefit after the birth or adoption of his/her child from a leave of absence without salary for a maximum period of thirty-four (34) continuous weeks which begins at the time the employee chooses and ends no later than one (1) year following the birth or, in the case of an adoption, one (1) year after he/she assumes full legal responsibility for the child. However, this paragraph shall not apply to the employee who adopts his/her spouse's child.

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# 5-4.31 During the leave of absence without salary, the employee shall accumulate his/her seniority and may continue to contribute to the insurance plans that are applicable to him/her provided he/she submit a request at the beginning of the leave and provided he/she pay the entire amount of the premiums. He/She may apply for a position which is posted and obtain it in accordance with the provisions of the agreement as if he/she were at work.

During the part-time leave without salary, the employee shall also accumulate his/her seniority and, by carrying out a workload, shall be governed by the rules applicable to a part-time employee\*.

During the leave of absence without salary or the part-time leave of absence without salary, the employee shall accumulate his/her experience for the purposes of determining his/her salary up to the first thirty-four (34) weeks.

5-4.32 The employee may take his/her deferred annual vacation immediately prior to his/her leave of absence without salary or part-time leave of absence without salary provided that there is no discontinuity with his paternity leave, her maternity leave or his/her leave for adoption, as the case may be.

5-4.33 On returning to the board from a full-time leave without salary or a part-time leave without salary, the employee shall be entitled to a position assigned by virtue of the provisions of article 5-10.00.

Leave for Parental Responsibilities

# 5-4.34 An employee may be absent from work for a maximum of six (6) days per year, in cases where his or her presence is required, to fulfill obligations relating to the care, health or education of his or her minor child. The days thus used shall be deducted from the employee's annual bank of sick-leave days provided for in clause 5-3.39 or, if he/she so chooses, shall be taken without salary.

A leave or a part-time leave of absence without salary for a maximum of one (1) year shall be granted to an employee whose minor child experiences socio-emotional problems or whose minor child is handicapped or is chronically ill and who requires his/her care.

In all cases, the employee must notify the school board as soon as possible and provide proof justifying such absence.

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\* This paragraph shall not cause an employee who works seventy-five per cent (75%) or more of the duration of the regular workweek to lose his/her status of full-time employee.



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Miscellaneous Provisions

# 5-4.35 The leaves of absence provided for in clause 5-4.25, in the first paragraph of clause 5-4.28, in the first paragraph of paragraph a) of clause 5-4.30 and in paragraph b) of clause 5-4.30 shall be granted following a written request submitted at least two (2) weeks in advance.

The part-time leave of absence without salary shall be granted following a written request submitted at least thirty (30) days in advance.

In the case of a part-time leave of absence without salary, the request must specify the arrangement of the leave of absence. 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 (2½) days per week or the equivalent for up to two (2) years. Should the board disagree on the distribution of these days, it shall effect the distribution.

In the case of a leave or a part-time leave of absence without salary, the request must specify the date of return to work.

5-4.36 The school board must send to the employee, during the fourth (4th) week preceding the expiry date of the ten (10) week adoption leave, a notice indicating the expiry date of the leave.

The employee to whom the notice is sent must report to his/her place of work at the expiry of his/her leave for adoption, unless the leave has been extended in the manner provided for in clause 5-4.35.

The employee who does not comply with the preceding paragraph 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 this period, the employee who has not reported back to work shall be considered as having resigned.

# 5-4.37 The employee to whom the school board has sent a four (4)-week notice indicating the expiry date of the leave of absence without salary must inform the school board, at least two (2) weeks prior to the expiry of the said leave, of his/her return to work. Failing this, he/she shall be considered as having resigned.

The employee who wishes to terminate his/her leave of absence without salary before the anticipated date must submit a written notice to this effect at least twenty-one (21) days prior to his/her return. In the case of a leave of absence without salary exceeding thirty-four (34) weeks, this notice must be of at least thirty (30) days.

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5-4.38 The employee who takes a leave for adoption provided for in clause 5-4.25 of the present section shall be entitled to the benefits provided for in clause 5-4.16, insofar as he/she is normally entitled to them, as well as those in clause 5-4.20 of Section II.

5-4.39 Notwithstanding the foregoing, the total amounts received by the employee in unemployment insurance benefits, compensation and premiums may not exceed ninety-five per cent (95%) of the amount constituting his/her basic salary.

5-5.00 PARTICIPATION IN PUBLIC AFFAIRS

5-5.01 The school board shall recognize the same rights for an employee to participate in public affairs as those which are recognized for all citizens.

5-5.02 The regular employee, who is a candidate in a municipal, school, provincial or federal election, shall obtain upon request a leave of absence without salary which extends from the declaration of the elections to the tenth (10th) day which follows the election day or for any other shorter period situated between these two events.

5-5.03 The regular employee who does not report to work within the time allotted shall be considered as having resigned.

5-5.04 The regular employee, elected in a municipal or school election or to the board of directors of a hospital or a local community service centre, may benefit from a leave of absence without salary in order to carry out the duties of his 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 mandate.

5-5.06 Within the twenty-one (21) days following the expiry of his mandate, he must inform the school board of his decision to return to work; failing this, he shall be considered as having resigned.  
On returning to the board, he shall be reinstated in his position, if it has not been abolished or filled on a permanent basis during his absence.

5-6.00 VACATION

5-6.01 During each fiscal year, an employee shall be entitled, according to the duration of his active service for the preceding fiscal year, to an annual vacation period the duration of which is determined according to the provisions of clauses 5-6.08 and 5-6.09.

Any period during which an employee's salary is maintained shall constitute active service.

5-6.02 Vacation must usually be taken during the fiscal year following that in which it was acquired.

The employee who is absent from work because of an illness or a work accident when he is scheduled to take his vacation may defer his vacation to another period in the same fiscal year or, with the consent of the school board, to another period in a subsequent fiscal year, to be determined after agreement between him and the school board.

5-6.03 For the sole purposes of the table in clause 5-6.09, one or more periods of disability up to a maximum of two hundred and forty-two (242) working days per fiscal year, a leave of absence without salary the total duration of which does not exceed twenty (20) working days, as well as the working days included during the temporary lay off period according to the provisions of article 7-2.00 shall constitute active service.

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

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

5-6.04 The vacation period shall be determined in the following manner:

- a) before May 1 of each year, the school board must consult the union before establishing a period of total or partial shutdown of its activities for a period not exceeding ten (10) working days and must take into consideration the recommendations of the union, if any, before making a decision to this effect. The shutdown period may be longer than ten (10) working days, insofar as the union agrees. Each employee concerned by the total or partial shutdown must take all the vacation to which he is entitled during the shutdown period. 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 following terms;
- b) when, by virtue of the preceding paragraph, the school board establishes a total or partial shutdown of its activities, the regular employee affected by the shutdown who does not have a sufficient number of vacation days to his credit to cover the shutdown period may, upon a written request to the school board, borrow vacation days from those of the following year. Such anticipated vacation days shall be deducted automatically from the vacation days accumulated for the following fiscal year and shall be recoverable in the event of the employee's departure;

5-6.04

(cont'd)

- c) before May 15 of each year, the employees shall choose the dates on which they wish to take their vacation and the latter shall be distributed by taking into account the seniority of the employees in the same office, department, school or adult education centre, where applicable. The employees' choices shall be submitted to the school board for approval and the latter shall take into account the needs of the office, department, school or adult education centre involved;
- d) once the vacation period has been approved by the school board, one change is possible when requested by an employee if the administrative unit's needs so allow and if the change does not affect the vacation periods of other employees; however, upon request, the school board may authorize two (2) employees who are in the same class of employment, who work in the same office, department, school or adult education centre and who have the same number of vacation days to exchange vacation periods;
- e) the employees usually take their vacation during the months of July and August; however, an employee may take his vacation outside of July and August, if the requirements of this clause are met;
- f) within one hundred and twenty (120) days of the date of the coming into force of the agreement, the school board and the union may agree, for the duration of the agreement, on terms and conditions other than those provided for in this clause, namely in order to allow employees to take their vacation outside of July and August, whether or not there is a partial or total shutdown of the school board's activities.

5-6.05

The employee must take his vacation in periods of at least five (5) consecutive days. However, the employee may use a maximum of five (5) days of his annual vacation in a non-consecutive manner, one day at a time, subject to the consent of the board, which shall take into account the needs of the office, department, school or adult education centre involved.

5-6.06

The employee on vacation shall continue to receive the salary that is regularly paid to him according to the provisions of article 6-7.00. However, the salary shall be paid to him before his departure for the duration of his vacation period provided it is for five (5) days or more.

5-6.07

In the case of permanent termination of employment, the employee shall be entitled, in accordance with the provisions of this article, to an indemnity equal to the duration of vacation acquired and not used.

5-6.08

Subject to the provisions provided for in clause 5-6.09 concerning the reduction in vacation, the employee shall benefit from:

- 1- the number of vacation days indicated on the table in clause 5-6.09 if he has less than one (1) year of seniority on June 30 of the year of acquisition;
- 2- 20 workdays of vacation if he has less than 17 years of seniority on June 30 of the year of acquisition;
- 3- 21 workdays of vacation if he has 17 years or more of seniority on June 30 of the year of acquisition;
- 4- 22 workdays of vacation if he has 19 years or more of seniority on June 30 of the year of acquisition;
- 5- 23 workdays of vacation if he has 21 years or more of seniority on June 30 of the year of acquisition;
- 6- 24 workdays of vacation if he has 23 years or more of seniority on June 30 of the year of acquisition;
- 7- 25 workdays of vacation if he has 25 years or more of seniority on June 30 of the year of acquisition.

5-6.09

The employee whose duration of active service, during the year of acquisition of vacation, was less than one year shall be subject to a reduction in the number of his vacation days, and shall be entitled to the number of vacation days as determined by the following table:

5-6.09 (cont'd)

TABLE OF ACCUMULATION OF DAYS OF VACATION

			NORMAL DURATION OF VACATION TAKING INTO ACCOUNT THE 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								
5	TO	10	0,5	0,5	0,5	0,5	0,5	0,5
11	TO	32	2,0	2,0	2,0	2,0	2,0	2,0
33	TO	54	3,5	4,0	4,0	4,0	4,0	4,0
55	TO	75	5,0	5,5	6,0	6,0	6,0	6,5
76	TO	97	7,0	7,0	7,5	8,0	8,0	8,5
98	TO	119	8,5	9,0	9,0	10,0	10,0	10,5
120	TO	140	10,0	11,0	11,0	12,0	12,0	13,0
141	TO	162	12,0	12,5	13,0	13,5	14,0	15,0
163	TO	184	13,5	14,0	14,5	15,5	16,0	17,0

185	TO	205	15,0	16,0	17,0	17,5	18,0	19,0
206	TO	227	17,0	17,5	18,5	19,0	20,0	21,0
228	TO	241	18,5	19,0	20,0	21,0	22,0	23,0
242	OR MORE		20,0	21,0	22,0	23,0	24,0	25,0

5-6.10 The employee in the service of the school board on the date of the coming into force of the agreement and who, as a result of the application of the provisions of clause 5-6.11 of the 1975-1979 agreement, for one or the other of the fiscal years of the agreement, would have benefited from a number of vacation days greater than the maximum number to which he would be entitled as a result of the application of subparagraphs 1 to 7 of clause 5-6.08 for the year in question shall be entitled, for the duration of the agreement, to this additional number of vacation days. Such excess shall be reduced by any additional vacation day which may be granted to him as a result of the application of subparagraphs 3 to 7 inclusively of clause 5-6.08. Such excess shall also be reduced, as the case may be, taking into account the duration of his active service during the year of acquisition of vacation.

5-6.11 When an employee leaves the school board at the time of his retirement, he shall be entitled to the entire vacation period for the year of his retirement.

5-7.00 TRAINING AND PROFESSIONAL IMPROVEMENT

5-7.01 The school board and the union recognize the importance of ensuring the training and professional improvement of employees.

5-7.02 Professional improvement activities shall include any activity which enables an employee to acquire techniques and skills so that he may better perform his duties.

5-7.03 Training activities shall include any activity which enables an employee to obtain a diploma.

5-7.04 Training and professional improvement is the responsibility of the board and the training and professional improvement programs are developed by the board according to its needs and those of its employees.

5-7.05 Within thirty (30) days of the board's or union's written request, the parties shall set up a Training and Professional Improvement Committee; such a committee shall be composed of, at most, three (3) representatives of the board and three (3) representatives of the union and may establish appropriate rules for its internal management.

Should a Training and Professional Improvement Committee already exist by virtue of the former agreement, it shall be maintained unless the union indicates otherwise.



5-7.06 The duties of the Training and Professional Improvement Committee shall be to collaborate in the establishment of a policy related to the training and professional improvement of its employees, to collaborate in the development of training and professional improvement programs, to study the requests for training and professional improvement submitted by employees and to make all recommendations to the board, particularly with respect to the distribution and use of the training and professional improvement budget.

At the beginning of each fiscal year, the board shall provide a report on activities for the previous fiscal year.

5-7.07 When a school board requests an employee to take professional improvement courses, it must reimburse him for the costs, according to the rates established by the school board, upon presentation of an attestation to the effect that he has attended the courses diligently. In the case where an employee receives an allowance or any other amount of money from another source for this purpose, he must give the school board any amount thus received up to the amounts reimbursed by the board.

5-7.08 The courses offered by the school board, with the exception of community 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 school board to organize courses;
- d) these courses be taken outside the employee's working hours.

5-7.09 Notwithstanding the foregoing, the school board shall allow an employee to complete the training and professional improvement activities already begun and this, under the same conditions.

5-7.10 For the purpose of applying this article, the school board shall have available, for each fiscal year of the agreement as of the 1989-1990 fiscal year, an amount equal to forty-five dollars (\$45) per support employee on a full-time basis or the equivalent. This amount shall be calculated at the beginning of each fiscal year. The operating costs of the school board may not be deducted from this amount.

5-7.10 (cont'd)

For the 1989-1990 fiscal year, the amount mentioned in the preceding paragraph includes that allotted under the provisions of clause 5-7.09 of the former agreement.

The amounts not used for one fiscal year, including the amounts not used by virtue of the former agreement, shall be added to those provided for the following year.

5-8.00 CIVIL RESPONSIBILITY

5-8.01 The school 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 duties as an employee.

5-8.02 The school board shall agree to indemnify the employee against any liability imposed by judgement for loss or damage resulting from actions, other than those involving serious fault or gross negligence, committed by the employee as a result of or in the course of the performance of his duties as an employee, but only up to the amount for which the employee is not already indemnified by another source, provided that:

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

5-8.03 The employee shall have the right to engage an attorney, at his own expense, and to have him assist the attorney chosen by the school board.

5-8.04 As soon as the civil responsibility of the school board is admitted or established by a court of law, the school board shall indemnify the employee for the total or partial loss, theft or destruction of his personal belongings which are normally used for the performance of his duties as an employee at the request of the school board except in the case of serious fault or gross negligence on the employee's part. In the case where an employee holds an insurance policy which covers the total or partial loss, theft or destruction of his belongings, the school board shall only pay the employee the excess of the actual loss incurred after the compensation is paid by the insurer.

5-8.05 Only the employee whose class of employment so provides may be required to administer first aid to a student or to any other person who is ill or injured.

Notwithstanding the provisions of the preceding paragraph, the school board may assign this duty to an employee who accepts it.

The provisions of this article shall apply in all cases where an employee administers first aid in the workplace to a student or to another person receiving remuneration from the school board.

5-9.00 WORK ACCIDENTS AND OCCUPATIONAL DISEASES

5-9.01 The following provisions apply to the employee who suffers an employment injury, covered by the Act respecting industrial accidents and occupational diseases (R.S.Q., Chapter A-3.001).

The board shall undertake to apply the provisions of the Act respecting industrial accidents and occupational diseases as regards an employee, his rights, benefits and advantages which are better than or in addition to those provided for in this article.

5-9.02 The employee who suffered a work accident before August 19, 1985 and who is still absent for this reason shall remain covered by the Workmen's Compensation Act (R.S.Q., Chapter A-3) as well as by the provisions of clauses 5-9.01 to 5-9.06 inclusively of the provisions constituting the 1983-1985 collective agreements; moreover, the employee shall benefit from the provisions of clauses 5-9.12 to 5-9.20 inclusively by making the necessary changes.

5-9.03 The provisions provided for in this article corresponding to specific provisions of the Act respecting industrial accidents and occupational diseases (R.S.Q., Chapter A-3.001) shall apply insofar as these provisions of the Act apply to the board.

Definitions

5-9.04

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 work and resulting in an employment injury to him;
- 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 remaining ability to work and his vocational qualifications, that he 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 injury;
- D) equivalent employment: employment of a similar nature to the employment held by the employee when he suffered the employment injury, from the standpoint of vocational qualifications required, wages, fringe benefits, duration and working conditions;
- E) 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.
- F) occupational disease: a disease contracted out of or in the course of his work and characteristic of that work or directly related to the risks peculiar to that work.

Miscellaneous Provisions

5-9.05

The employee must inform the school board of the details concerning the work accident or employment injury as soon as possible. Moreover, he shall provide a medical certificate to the school board in conformity with the Act, if the employment injury which he suffers renders him unable to perform his duties after the day on which it manifested itself.

5-9.06

The school board shall immediately give first aid to an employee who suffers an employment injury and, wherever required, transportation to a health establishment, to a health professional or to the employee's residence as required by his condition.

5-9.06 (cont'd)

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

The cost of medical aid shall not be borne by the employee.

The employee shall choose the health establishment if possible. If the employee is unable to express his choice before being transported to a health establishment, he must accept the health establishment chosen by the board. However, the employee shall be entitled, at all times, to receive care from the health professional of his choice.

5-9.07 First aid services shall be placed at the disposal of employees, according to present practice.

5-9.08 In accordance with the Act, the board may require an employee who has suffered an employment injury to undergo an examination by a health professional that it designates.

Group Plans

5-9.09 The employee who suffers an employment injury entitling him to an income replacement indemnity shall remain covered by the life insurance plan provided for in clause 5-3.22, by the health insurance plan provided for in clause 5-3.24 as well as by the provisions relating to complementary insurance plans.

He shall also benefit, without losing any rights, from the waiver of his contributions to the health insurance plan and to the pension plan (RRE, RREGOP, RRF). The provisions concerning the waiver of such contributions shall form an integral part of the provisions of the pension plans and the resulting costs shall be shared as is the case with any other benefit.

The waiver mentioned in the preceding paragraph shall no longer apply if the employment injury has healed or if the employee is assigned temporarily as provided for in clause 5-9.19.

As an exception to the provisions stipulated in article 5-3.00, the regular employee whom the Commission de la santé et de la sécurité du travail has declared healed shall benefit, for the period between the date of healing of the employment injury and the end of the twenty-fourth (24th) month following the employment injury, from the provisions of the salary insurance plan described in subparagraphs i), ii) or iii) of paragraph A) of clause 5-3.31, insofar as he is totally incapable of performing the usual duties of his position or any other position within the framework of the provisions stipulated in clause 5-9.12 and following of this article. At the end of this period, the employee shall become an insured person and shall benefit if applicable, from subparagraph iii) of paragraph A) of clause 5-3.31.

5-9.09 (cont'd)

During this period, if the employee is entitled to the income replacement indemnity by virtue of the Act respecting industrial accidents and occupational diseases (R.S.Q., Chapter A-3.001), his salary insurance benefits shall be reduced accordingly.

5-9.10 The bank of sick-leave days of an employee 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 healed and for the absences provided for in clause 5-9.20.

Salary

5-9.11 For as long as an employee is entitled to the income replacement indemnity but no later than the date of healing of the employment injury he has suffered, he shall be entitled to his salary as if he were at work, subject to the following provisions.

His gross taxable salary shall be determined in the following manner: the school board shall deduct the equivalent of all amounts required by the Act 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 school board shall deduct all amounts, contributions and benefits required by the Act and the agreement.

Subject to the foregoing, the Commission de la santé et de la sécurité du travail shall reimburse the school board the amount corresponding to the income replacement indemnity set by the Commission de la santé et de la sécurité du travail. If the income replacement indemnity exceeds, where applicable, the net salary which the board must pay an employee, the excess shall belong to the employee.

The employee must sign the form required for such reimbursement. The waiver shall only be valid for the period during which the board has agreed to pay the salary.

Right to Return to Work

5-9.12 A worker who is informed by his physician of the date of healing of the employment injury he has suffered and of the fact that he will retain a certain degree of functional disability, or that he will retain no such disability, shall pass on the information to the school board without delay.

- 5-9.13 The employee whose employment injury has healed and who is again able to carry out the duties he had prior to his absence shall be entitled to resume his position, subject to the provisions of article 7-3.00.
- 5-9.14 The employee referred to in the preceding clause who is unable to return to his position either because it was abolished or the employee was displaced as a result of the application of the agreement, shall be entitled to the provisions of article 7-3.00.
- 5-9.15 An employee who, although unable to resume his duties because of an employment injury but who may be able to use his remaining ability and his qualifications to work shall be entitled to hold a suitable available position that the board intends to fill in accordance with the terms and conditions provided for in article 7-1.00.
- 5-9.16 The employee who obtains a position by virtue of the preceding clause shall benefit, where applicable, from the provisions of paragraph b) of clause 6-2.18 concerning the involuntary demotion; in the case where an income replacement indemnity is paid to an employee, the amounts payable under the provisions of paragraph b) of clause 6-2.18 shall be reduced accordingly.
- 5-9.17 However, the board and the union may agree on terms and conditions other than those provided for in clause 5-9.15, provided that the provisions concerning security of employment are not modified; namely, the board and the union may agree on a specific movement of personnel relating to priority of employment.
- 5-9.18 The employee may only exercise his right during the two (2) years immediately following the beginning of his absence or the year following the healing date according to the most remote date.

Particular Provisions

- 5-9.19 Within the framework of a professional rehabilitation program and even if the employment injury has not healed, the board may temporarily assign work to the employee if the physician in charge of the employee believes that:
- 1° the employee is reasonably able to carry out this work;
  - 2° the work does not endanger the health, safety or physical well-being of the employee, taking into account his employment injury; and
  - 3° the work is conducive to his rehabilitation.

5-9.19 (cont'd)

The employee who does not agree with the physician may avail himself of the procedure provided for in the Act respecting occupational health and safety and he shall not be required to carry out the work assigned as long as the physician's report has not been confirmed by a final decision.

The board shall pay to the employee who performs the work that it assigns to him temporarily the salary and benefits related to the position that the employee held when his employment injury manifested itself and to which he would have been entitled had he continued to hold such a position.

5-9.20 In the case of an employee who has suffered an employment injury and returns to work, the board shall pay him his net salary, within the meaning of the Act respecting industrial accidents and occupational diseases (R.S.Q., Chapter A-3.001), for each day or part of a day on which he must be absent from work in order to receive care or undergo medical tests related to his employment injury or to carry out an activity within the framework of his personal rehabilitation program.

- 5-9.21
- a) In the case of a temporary employee, he shall be reinstated in the temporary assignment he had before his work accident or employment injury if he is again able to carry on his employment before the end of the period foreseen for his hiring.
  - b) The employee working exclusively within the framework of sessions of adult education courses referred to in paragraph b) of clause 10-1.01 shall be reinstated in his position if he is again able to perform his duties during the same session. However, he shall maintain his right of recall beyond this period in accordance with the provisions of clause 10-1.05.
  - c) The cafeteria employee and the student supervisor working ten (10) hours or less per week referred to in article 10-2.00 or the employee working in a day care service under the aegis of a school board referred to in article 10-3.00 shall be reinstated in his position if he is again able to perform his duties during the same fiscal year. However, he shall maintain his right of recall beyond this period in accordance with the provisions of clause 10-2.03 or of clause 10-3.06, as the case may be.



5-9.22 The employee who, following a notice, must appear before a review board, a medical arbitration sessions, or the Appeal Committee on Occupational Accidents, may be absent from work, without loss of salary, for the time deemed necessary by the competent authority. The employee must notify his immediate superior and produce the proof or attestation of these facts.

5-10.00 LEAVE OF ABSENCE WITHOUT PAY

5-10.01 The school board shall grant a regular employee a leave of absence without pay for reasons which it deems valid for a maximum duration of twelve (12) consecutive months; this leave of absence may be renewed.

The leave referred to in the preceding paragraph may be on a full-time basis or part-time basis.

In the case of a part-time leave of absence without pay, the employee concerned shall only be entitled to the benefits which are applicable to him proportionately to his workdays in relation to the regular workweek provided for in article 8-2.00.\*

5-10.02 The school board must grant a regular employee a full-time leave of absence without pay for at least one (1) month, but not exceeding twelve (12) consecutive months, if the school board can use an employee in surplus in the position of the employee on the leave of absence without pay, insofar as the employee in surplus meets the qualifications required by the classification plan and the specific requirements of the position. This leave is renewable insofar as the same conditions are met.

5-10.03 The board shall grant a leave without pay to a regular employee to accompany his spouse who is transferred temporarily for a period not exceeding twelve (12) months; this leave may be renewed.

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\* This paragraph shall not cause an employee who obtains such a leave to lose the status of full-time employee.

- 5-10.04 The board shall grant a regular employee a full-time or part-time leave of absence without pay for study purposes which may be renewed. This leave of absence is subject to the provisions of clause 5-10.09 and of clause 5-10.10 with the exception of the first paragraph.
- 5-10.05 The request for a leave of absence without pay or for a renewal of a leave of absence without pay must be made in writing and must state the reasons thereof.
- 5-10.06 During his absence, the employee may participate in the group insurance plans and the complementary pension plans, provided that he pay the entire amount of the premiums and contributions required if the regulations of the said plans allow.
- 5-10.07 Upon his return, he shall be reinstated in his position unless it was abolished during his absence or the employee concerned was displaced as a result of the application of the provisions of article 7-3.00.
- 5-10.08 In the case of a resignation, during or at the end of this leave of absence, the employee shall reimburse the school board for any amount paid for and in the name of the employee.
- 5-10.09 The employee, who uses his leave of absence for purposes other than those for which he obtained it, shall be considered as having resigned as of the beginning of his absence.
- 5-10.10 After seven (7) years of active service with the board and following any period of seven (7) years of active service thereafter, a regular employee shall obtain a full-time or part-time leave without pay for a minimum duration of one (1) month, without exceeding twelve (12) consecutive months.

In order to obtain this leave, the employee must make a request to the board in writing at least sixty (60) days prior to the date of the beginning of the leave and specify the duration thereof.

The provisions of clauses 5-10.06, 5-10.07, 5-10.08, 5-10.11 and 5-10.12 shall apply to such a leave.

Notwithstanding the foregoing, if the board deems it necessary to replace the employee who requests a leave and is unable to find a replacement, it may defer the leave to another date to be agreed upon with the employee.

If more than one employee at a time in the same office, department, school or adult education centre also wishes to take such a leave, the board may defer the leave to another date; it shall then proceed according to seniority.

5-10.11 In the case where a part-time leave of absence without pay is granted by virtue of this article, there must be an agreement between the board and the employee on the schedule of the leave and on other terms and conditions of its application.

5-10.12 The employee may, for a valid reason, terminate any leave without pay and return to the board before the date foreseen by giving the board an advance written notice of at least thirty (30) days.

5-11.00 SABBATICAL LEAVE WITH DEFERRED SALARY

5-11.01 Following the written request of a regular employee, the board may grant a sabbatical leave with deferred salary under the following terms and conditions:

- 1) this leave shall permit a regular employee to have his salary spread over a determined period in order to benefit from a sabbatical leave with pay;
- 2) the board shall respond in writing to the regular employee's request within thirty (30) days;
- 3) the board and the regular employee shall agree on the duration of the leave and the duration of participation in the plan (contract);
- 4) the board and the regular employee shall sign, where applicable, the contract provided for in Appendix III;
- 5) the permanent regular employee receiving salary insurance benefits or on a leave without pay at the time of the coming into force of the contract provided for in Appendix III shall not be eligible. Subsequently, the provisions provided for in the contract for these situations shall apply.

5-11.02 The sabbatical leave shall only apply for the period of the contract and duration of the leave as determined in the following table and according to the percentages of salary paid during the contract:

	<u>Duration of leave    Duration of participation in plan (contract)</u>			
	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
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%

- 5-11.03        The regular employee must return to work, following his sabbatical leave with pay, for a period at least equal to that of the leave. He may return to work during or at the expiry of the contract according to the date of the leave.
- 5-11.04        The amounts of deferred salary may not be paid to a regular employee at the time of his retirement.

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      Within sixty (60) days of the date of the coming into force of the agreement, the school board shall confirm for every employee in its employ on the date of the coming into force of the agreement the classification he held on December 31, 1989.

The confirmation shall conform with the class of employment titles found in Appendix I of the agreement.

Except in the case where there was a movement of personnel or reclassification involving an employee, the classification of that employee on January 1, 1990 shall be that which he held on December 31, 1989.

Determination of the Class of Employment During the Agreement

6-1.02      As of his hiring, the employee shall be classified in one of the classes of employment of the classification plan.

6-1.03      In all cases, the school board's assignment of a class of employment 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 his hiring, the employee shall be informed in writing of his status, classification, salary, step and job description.

6-1.05      Subsequently, he shall be informed of any change in his duties.

6-1.06      The employee who obtains a new position as a result of the application of the provisions of article 7-1.00 or 7-3.00 and who claims that the new duties which he 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 obtains the position. In the case of arbitration, the provisions of clause 6-1.15 shall apply.

Changes in Duties

6-1.07 The employee who claims that the duties which he must perform principally and customarily as required by the school board are modified and correspond to a class of employment which differs from his own may file a grievance according to the usual procedure. However, in the event of arbitration, the provisions of clause 6-1.15 shall apply. The grievance shall be comparable to a continuous grievance but may not have a retroactive effect of more than thirty (30) working days from the date of its filing.

The fact that these changes occurred during the 1986-1989 collective agreement shall not invalidate the grievance as long as the latter was filed within ninety (90) days of the date of the coming into force of the agreement.

6-1.08 The arbitrator, who decides the grievance, 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 which duties the employee proved that he performed principally and customarily as required by the school board.

For the purposes of determining such monetary compensation, the arbitrator's decision must conform with the classification plan and he must establish the similarity between the employee's characteristic functions and those provided for in the plan. The terms and conditions for determining such monetary compensation shall be those provided for in clause 6-2.16.

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 national negotiating parties shall meet in order to determine a monetary compensation within the salary scales provided for in the agreement and shall agree, if need be, on the class of employment of the said compensation for the purpose of applying the provisions of clause 6-1.06 or 6-1.07;
- b) failing an 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 closer to a salary indicative of the duties similar to those of the employee concerned within the public and parapublic sectors.

- 6-1.10 Notwithstanding the foregoing, if the school board decides to maintain a position for which the arbitrator was not able to establish similarity, it shall approach the national negotiating employer group in order to obtain the creation of a new class of employment which shall at least include the characteristic functions of this position. The procedures provided for in clauses 6-1.13 and 6-1.14 shall then apply.
- 6-1.11 Following the application of the provisions of clause 6-1.08 or the creation of a new class of employment according to the provisions of clause 6-1.10, as the case may be, if the school board decides to maintain the position thus modified within thirty (30) days of the decision, the employee shall be reclassified automatically in his new class of employment, in which case the provisions provided for in clause 6-2.16 shall apply if the reclassification is comparable to a promotion as of the date of the reclassification.
- 6-1.12 For as long as this class of employment has not been created and the salary has not been determined, the employee concerned shall continue to receive the monetary compensation provided for in clause 6-1.08 or clause 6-1.09 for as long as he occupies the said position.

Creation of a New Class of Employment or Changes in Duties or Qualifications

- 6-1.13 If, during the life of the agreement and after consulting the national negotiating union group, a new class of employment is created by the national negotiating employer group or if the duties or qualifications of a class of employment are changed, the salary rate of this class of employment shall be determined by an agreement between the parties on the basis of the rates provided for comparable positions within the public and parapublic sectors.
- 6-1.14 If, during the forty (40) working days following the notice of the creation of the new class of employment or the notification of a change made by the national negotiating employer group, there is no agreement with the national negotiating union group on the salary rate proposed by the national negotiating employer group, the national negotiating union group may then, within the twenty (20) working days which follow, submit a grievance directly to arbitration, according to the procedure provided for in clause 6-1.15. The arbitrator must make a decision on the new rate by taking into account the rates in effect for similar positions in the public and parapublic sectors.

Arbitration

6-1.15 For the purpose of applying the provisions of clauses 6-1.06, 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 one of the following arbitrators:

- #
- 1- DUFRESNE, Pierre N.
  - 2- MOALLI, Emile
  - 3- FERLAND, Gilles
  - 4- any person appointed by the national negotiating parties to act as arbitrator in accordance with this clause.

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

6-1.16 The time limits mentioned in this article shall be compulsory unless there is a written agreement to the contrary. Failure to comply with the time limits shall render the classification grievance null and void.

6-1.17 The employee concerned shall not be demoted as a result of the application of the provisions of clauses 6-1.07 and 6-1.13.

6-2.00 DETERMINATION OF STEP

On the Date of the Coming into Force of the Agreement

6-2.01 For the purposes of determining the salary step applicable to every employee in its employ on January 1, 1990, the school board shall, on January 1, 1990, integrate every employee into the step of his salary scale determined in Appendix I of the agreement. The step shall be the same as that which the school board recognized for him on December 31, 1989 by applying his corresponding salary scale in effect on that date.

6-2.02 In the case where an employee is integrated from a corresponding salary scale into a class of employment that is applicable to him on December 31, 1989, different from that in which he is integrated on January 1, 1990, within the framework of the provisions of clause 6-1.01, the employee shall be integrated into the step obtained by the application of the provisions provided for in clauses 6-2.16, 6-2.17 or 6-2.18, as the case may be.

6-2.03 For the purpose of applying clause 6-2.02, the employee whose salary rate, while not over-scale, is situated between the two (2) steps on December 31, 1989, shall be considered as having the step immediately higher.

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At the Time of Hiring

- 6-2.04 The salary step of each new employee shall be determined according to the class of employment that has been assigned to him, taking into account his schooling and experience, in accordance with the terms and conditions provided hereafter.
- 6-2.05 The step shall usually correspond to one (1) complete year of recognized experience. It shall denote the salary levels within the scale provided for in each class of Appendix I.
- 6-2.06 A person who possesses only the minimum qualifications required to enter a class of employment shall be hired in the first step of the class.
- 6-2.07 However, an employee who possesses more years of experience than the minimum required for his class of employment shall be granted one step per additional year of experience, provided that this experience be deemed valid and directly relevant to the duties outlined in his 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 school board or with another employer, in a class of employment of an equivalent or higher level than this class of employment, taking into account the qualifications required by the class of employment.
- The relevant experience acquired in a class of employment of a level lower than the employee's class of employment may be used solely to meet the qualifications required by the class of employment.
- 6-2.08 Furthermore, an employee who has successfully completed more years of schooling than the minimum required in an officially recognized institution shall be granted two (2) steps for each year of schooling in addition to the minimum required, provided that these studies be deemed directly relevant by the school board and that they be greater than the qualifications required in terms of the schooling for the class of employment to which the employee belongs.

Advancement in Step

- 6-2.09           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 the provisions of this article and except in cases where a change in step results from a promotion, demotion or recognition of additional schooling, no advancement in step is granted during the period from January 1 to December 31, 1983.
- The employee affected by this measure may not recover the step thus lost.
- The preceding provisions shall not modify the date of advancement in step for any period subsequent to December 31, 1983.
- 6-2.10           The employee who is temporarily laid off in conformity with the provisions of article 7-2.00 shall be considered as being in the service of the school board during this period for the purposes of determining the date of his advancement in step as well as for the purposes of advancement in step.
- 6-2.11           The first advancement in step shall be granted on January 1 or on July 1 which follows by at least nine (9) months the effective date of entry into service.
- 6-2.12           The transition from one step to another shall be granted unless the employee's performance is unsatisfactory.
- 6-2.13           If the advancement in step is not granted, the school board shall notify the employee and the union at least fifteen (15) days before the date foreseen for the said advancement. In the event of a grievance, the burden of proof shall rest with the school board.
- 6-2.14           The advancement in two (2) additional steps shall be granted on the advancement date foreseen when the employee has successfully completed professional improvement studies equivalent to one (1) year of full-time studies, provided that these studies be deemed directly relevant by the school board and that they be greater than the qualifications required in terms of schooling for the class of employment to which the employee belongs.
- 6-2.15           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

6-2.16

At the Time of a Promotion (including a temporary assignment)

When an employee receives a promotion, his step in the new class of employment shall be determined according to the most advantageous of the following formulas:

a) 1) Technical Support and Administrative Support Personnel

He shall be placed in the step in which the salary is immediately above that which he 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 shall be assigned the step immediately above. If this increase would have the effect of giving the promoted employee a rate higher than that of the last step in the scale, the salary rate of the employee shall be that of the last step of the scale and the difference between the rate of the last step and this higher rate shall be paid to him in a lump sum.

2) Trades and Labour Support Personnel

The transition of the employee's salary rate to the rate of the new class of employment must ensure a minimum increase of \$0.10/ hour; failing this, the employee shall receive the rate of the new class of employment and a lump sum to make up the difference up to the \$0.10 minimum per hour.

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

c) In the case of an employee who is over-scale and who remains over-scale:

1) for an employee of the administrative and technical support groups, the increase paid to the promoted employee shall be paid in a lump sum, according to the following formula:

- his over-scale salary increased by one-third (1/3) of the difference between the maximum salary provided for in the scales of the class of employment that he is leaving and the maximum salary provided for in the scale of the class of employment to which he is promoted. This increase must ensure an increase at least equal to the difference between step 1 and step 2 of the new class of employment to which he is promoted.

6-2.16

(cont'd)

2) for an employee of the trades and labour support group, the increase paid to the promoted employee shall be paid in a lump sum, according to the following formula:

- his over-scale salary rate increased by one-third (1/3) of the difference between the rate provided for the class of employment that he is leaving and the rate provided for the class of employment to which he is promoted. This salary rate shall ensure an increase of at least \$0.10 per hour.

The lump sum payments made by virtue of this clause shall be spread over each of the employee's pays.

6-2.17

At the Time of a Transfer

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

6-2.18

At the Time of a Demotion

a) When an employee is demoted voluntarily, he shall receive the salary which corresponds to the most advantageous of the following formulas:

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

b) When an employee is demoted involuntarily, he shall obtain the salary which corresponds to the most advantageous of the formulas provided for in a), on the condition that the difference between the salary in his new class of employment and the salary he received before his demotion be made up by a lump sum which is spread and paid over a maximum period of two (2) years after the demotion; such a lump sum shall be reduced as the employee's salary rate progresses.

6-2.18 (cont'd)

If the employee returns to a position in the same class of employment or in an equivalent class of employment within a two (2) year period after the demotion, he shall then receive the same salary that he would have received if he had not been affected by a demotion.

The lump sums paid by virtue of this clause shall be spread over each of the employee's pays.

6-2.19 Notwithstanding the provisions of clauses 6-2.16, 6-2.17 and 6-2.18, the experience acquired by an employee between January 1, and December 31, 1983 shall not be taken into account in granting the step.

6-3.00 SALARY

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

6-3.01 Increase in Salary Scales and Rates from January 1, 1990 to December 31, 1990

A) Every hourly rate and every salary scale in effect on December 31, 1989, shall be increased, effective on January 1, 1990, by a percentage equal to five per cent (5%).

If need be, the percentage of increase determined in the first paragraph shall be replaced by a maximum percentage of six per cent (6%) calculated according to the following formula:

$$\text{percentage applicable on Jan. 1, 1990} = \left[ \frac{\text{CPI for December 1989} - \text{CPI for December 1988}}{\text{CPI for December 1988}} \right]^* \times 100$$

where CPI = Consumer Price Index, published by Statistics Canada

\* When, in the quotient obtained, the decimal point is followed by five numbers, the fifth number is dropped if it is less than five, or if the fifth number is equal to or greater than five, the fourth number is brought to the next higher number and the fifth number is dropped.

6-3.01

(cont'd)

If the percentage of increase thus calculated is higher than five per cent (5%), the resulting salary scales and rates shall replace, where applicable, those provided for in Appendix I of the agreement.

The salary scales and rates shall be increased within three (3) months following the publication of the CPI for the month of December 1989.

- B) Moreover, a variable adjustment not exceeding 2,5% shall be added to certain hourly salary rates in effect on December 31, 1989, in accordance with the agreement on pay equity.

The variable adjustment shall be determined according to Appendix I A) and shall take effect on January 1, 1990.

The salary scales and rates thus applicable for this period are found in Appendix I of the agreement.

6-3.02

Increase in Salary Scales and Rates from January 1, 1991 to December 31, 1991

- A) Every hourly rate and every salary scale in effect on December 31, 1990, shall be increased, effective on January 1, 1991, by a percentage equal to four per cent (4%).

If need be, the percentage of increase determined in the first paragraph shall be replaced by a maximum percentage of five per cent (5%) calculated according to the following formula:

$$\text{percentage applicable on Jan. 1, 1991} = \left[ \frac{\text{CPI for December 1990} - \text{CPI for December 1989}}{\text{CPI for December 1989}} \right]^* \times 100$$

where CPI = Consumer Price Index, published by Statistics Canada

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\* When, in the quotient obtained, the decimal point is followed by five numbers, the fifth number is dropped if it is less than five, or if the fifth number is equal to or greater than five, the fourth number is brought to the next higher number and the fifth number is dropped.

6-3.02

(cont'd)

- A) If the percentage of increase thus calculated is higher than four per cent (4%), the resulting salary scales and rates shall replace, where applicable, those provided for in Appendix I of the agreement.

The salary scales and rates shall be increased within three (3) months following the publication of the CPI for the month of December 1990.

- B) Moreover, a variable adjustment not exceeding 2,5% shall be added to certain hourly salary rates in effect on December 31, 1990, in accordance with the agreement on pay equity.

The variable adjustment shall be determined according to Appendix I A) and shall take effect on January 1, 1991.

The salary scales and rates thus applicable for this period are found in Appendix I of the agreement.

6-3.03  
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Increase in Certain Salary Scales and Rates on December 31,

A variable adjustment representing the balance of the adjustment required to attain pay equity, in accordance with the agreement on pay equity, shall be added to certain hourly salary rates in effect on December 31, 1991.

The variable adjustment shall be determined according to Appendix I A) and shall take effect on December 31, 1991.

The salary scales and rates thus applicable on this date are found in Appendix I of the agreement.

6-3.04

Lump Sum Payment on July 1, 1991

Where applicable, a lump sum payment equal to a maximum of one per cent (1%) of every rate and of every corresponding step shall be added to every step of the hourly salary scales in effect on July 1, 1991. This maximum of one per cent (1%) shall be determined as follows:

$$\text{maximum percentage applicable} = \left[ \frac{\text{CPI for June 1991} - \text{CPI for June 1990}}{\text{CPI for June 1990}} \times 100 \right]^* - 5$$

where CPI = Consumer Price Index, published by Statistics Canada

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\* When, in the quotient obtained, the decimal point is followed by five numbers, the fifth number is dropped if it is less than five, or if the fifth number is equal to or greater than five, the fourth number is brought to the next higher number and the fifth number is dropped.

6-3.04 (cont'd)

The lump sum payment shall be made within three (3) months following the publication of the CPI for the month of June 1991.

The lump sums shall be spread and paid over each pay period, from July 1, 1991 to June 30, 1992, in proportion to the regular hours remunerated for the pay period.

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6-3.05 Over-rate or Over-scale Employees

- a) As of January 1, 1990, 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 class of employment shall benefit, on the date on which the salary scales and rates are increased, from a minimum rate of increase which is equal to half of the percentage of increase applicable on January 1 of the period concerned in relation to the preceding December 31, at a single salary rate or a step situated at the maximum of the scale on the preceding December 31 corresponding to his class of employment.
- b) If the application of the minimum rate of increase determined in paragraph a) of this clause has the effect of placing, on January 1, an employee who was over-scale or over-rate on December 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 class of employment, this minimum rate of increase is brought to the percentage necessary to permit the employee to reach this step or the single salary rate.
- c) The difference between, on the one hand, the percentage increase of the maximum salary step or the single salary rate corresponding to the class of employment of the employee and, on the other hand, the minimum rate of increase established in accordance with the provisions of paragraphs a) and b) of this clause, is paid to him as a lump sum calculated on the basis of his salary rate on December 31.
- d) The lump sum is spread and paid over each pay period in proportion to the regular hours remunerated for each pay period.

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6-3.05

(cont'd)

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e) As of July 1, 1992, 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 salary rate or the maximum of the salary scale in effect for his or her class of employment shall benefit from a minimum rate of increase which is equal to half of the percentage of increase applicable on July 1, 1992 in relation to the preceding June 30 at the single salary rate or step situated at the maximum of the scale on the preceding June 30 corresponding to his or her class of employment.

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f) If the application of the minimum rate of increase determined in paragraph e) has the effect of placing, on July 1, an employee who was overscale or overrate on the preceding June 30 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, this minimum rate of increase shall be brought to the percentage necessary to permit the employee to reach this step or single salary rate.

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g) The difference between, on the one hand, the percentage increase of the maximum salary step or the single salary rate corresponding to the employee's class of employment and, on the other hand, the minimum rate of increase established in accordance with paragraphs e) and f) shall be paid to him or her as a lump sum calculated on the basis of his or her salary rate on June 30.

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h) The lump sum shall be spread and paid over each pay period as of July 1, 1992 in proportion to the regular hours remunerated for each pay period.

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i) As of April 1, 1993, 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 salary rate or the maximum of the salary scale in effect for his or her class of employment shall benefit from a minimum rate of increase which equal to half of the percentage of increase applicable on April 1, 1993 in relation to the preceding March 31 at the single salary rate or step situated at the maximum of the scale on the preceding March 31 corresponding to his or her class of employment.

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j) If the application of the minimum rate of increase determined in paragraph i) has the effect of placing, on April 1, an employee who was overscale or overrate on the preceding March 31 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, this minimum rate of increase shall be brought to the percentage necessary to permit the employee to reach this step or single salary rate.

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6-3.05

(cont'd)

## k) The difference between, on the one hand, the percentage increase of the maximum salary step or the single salary rate corresponding to the employee's class of employment and, on the other hand, the minimum rate of increase established in accordance with paragraphs i) and j) shall be paid to him or her as a lump sum calculated on the basis of his or her salary rate on March 31.

## l) The lump sum shall be spread and paid over each pay period as of April 1, 1993 in proportion to the regular hours remunerated for each pay period.

# 6-3.06 Salary

# A) For the period from January 1, 1992 to June 30, 1992  
Every hourly rate and every hourly salary scale in effect on December 31, 1991\* shall so remain until June 30, 1992.

# B) Period from July 1, 1992 to June 30, 1993  
## Every hourly rate and every hourly salary scale in effect on June 30, 1992 shall be increased on July 1, 1992 by a percentage equal to three per cent (3%). The new salary rates and scales thus increased on July 1, 1992 are those found in Appendix I.

The payment of the lump sum in effect since July 1, 1991 and provided for in clause 6-3.04 shall be interrupted between July 1, 1992 and March 31, 1993.

As of April 1, 1993, the provisions concerning the lump sum provided for in clause 6-3.04 in effect since July 1, 1991 shall be replaced with the following:

Every hourly rate and every hourly salary scale in effect on March 31, 1993 shall be increased on April 1, 1993 by a percentage equal to one per cent (1%). The new salary rates and scales thus increased on April 1, 1993 are those found in Appendix I.

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# \* While keeping in mind, where applicable, the harmonization of scales, the fusion of titles or classes of employment, the modifications in the structure of certain scales, the creation of new classes of employment, the modifications in the classification plan as well as the adjustments in the salary rates and scales applicable on December 31, 1991.

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6-4.00 TRAVEL EXPENSES

6-4.01 The employee who is required to travel within or outside the school board's territory in order to perform his duties must be reimbursed for the expenses actually incurred for this purpose, upon presentation of supporting vouchers and according to the norms established by the school 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 car shall be entitled to a reimbursement, which shall take into account the extra premium required in clause 6-4.07, at the rate set by the school board.

6-4.04 The other expenses (public transportation, taxis, parking, accommodations, meals) shall be reimbursed upon presentation of supporting vouchers in accordance with the policies of the school board.

6-4.05 The possession of a vehicle may be a prerequisite in order to obtain and maintain a position in which the employee is required to travel regularly in order to perform his duties.

6-4.06 Travelling time in the service of the school board must be considered as work time if the employee travels, the same day, with the authorization of the school board, from one workplace to another within the territory of the school board.

Insurance

6-4.07 The employee who uses his automobile must provide proof that his insurance policy category is "pleasure and occasional business" or "pleasure and business" and that his public liability coverage is at least one hundred thousand dollars (\$100,000) for damages to another's property.

6-5.00 PREMIUMS

6-5.01 a) Evening Shift Premium

The employee, for whom half or more of the regular working hours are between 16:00 hours and 24:00 hours, shall benefit from an hourly premium for each hour of work in his regular day:

	From January 1, 1990 to December 31, 1991:	\$0.51/hour
#	From January 1, 1992 to June 30, 1992:	\$0.51/hour
##	From July 1, 1992 to March 31, 1993:	\$0.53/hour
##	As of April 1, 1993:	\$0.53/hour

This premium shall not apply for overtime.

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6-5.01 Page modified  
(cont'd)

b) Night Shift Premium

The employee, for whom half or more of the regular working hours are between 00:00 hours and 07:00 hours, shall benefit from an hourly premium for each hour of work in his regular day:

	From January 1, 1990 to December 31, 1991:	\$0.77/hour
###	From January 1, 1992 to June 30, 1992:	\$0.77/hour
####	From July 1, 1992 to March 31, 1993:	\$0.79/hour
####	As of April 1, 1993:	\$0.79/hour

This premium shall not apply for overtime.

6-5.02 Premium for Additional Responsibility

a) The employee who is a stationary engineer and who principally and customarily supervises 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 in his class of employment, a salary supplement determined hereinafter:

#	From January 1, 1990 to December 31, 1990:	\$7.50/week
##	From January 1, 1991 to December 31, 1991:	\$7.88/week
###	From January 1, 1992 to June 30, 1992:	\$7.88/week
####	From July 1, 1992 to March 31, 1993:	\$8.12/week
####	As of April 1, 1993:	\$8.20/week

b) The driver of heavy vehicles or of light vehicles who only transports handicapped students, recognized as such by the school board, and who assists them in their transportation shall receive, in addition to the salary rate provided for in his class, an hourly premium equal to:

	From January 1, 1990 to December 31, 1990:	\$0.61/hour
##	From January 1, 1991 to December 31, 1991:	\$0.64/hour
###	From January 1, 1992 to June 30, 1992:	\$0.64/hour
####	From July 1, 1992 to March 31, 1993:	\$0.66/hour
####	As of April 1, 1993:	\$0.67/hour

c) The welder who possesses the "high pressure welder certificate" issued by the Ministère du Travail shall receive, when he is required to work in this capacity, in addition to the salary rate provided for in his class of employment, and for each hour thus worked, an hourly premium equal to:

	From January 1, 1990 to December 31, 1990:	\$1.08/hour
##	From January 1, 1991 to December 31, 1991:	\$1.13/hour

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6-5.02 Page modified  
c) (cont'd)

# From January 1, 1992 to June 30, 1992: \$1.13/hour  
## From July 1, 1992 to March 31, 1993: \$1.16/hour  
## As of April 1, 1993: \$1.17/hour

d) Lead Hand Premium

The employee who, at the request of the school board, acts as lead hand for a group of five (5) or more employees shall benefit from an hourly premium for each hour of work when he acts as such:

From January 1, 1990 to December 31, 1990: \$0.64/hour  
From January 1, 1991 to December 31, 1991: \$0.67/hour  
# From January 1, 1992 to June 30, 1992: \$0.67/hour  
## From July 1, 1992 to March 31, 1993: \$0.69/hour  
## As of April 1, 1993: \$0.70/hour

This premium shall not apply to the employee whose class of employment involves the supervision of a group of employees.

The amount of the premiums found in this clause shall be, where applicable, revised according to the provisions of clause 6-3.01 for the period from January 1, 1990 to December 31, 1990 and according to the provisions of clause 6-3.02 for the period from January 1, 1991 to December 31, 1991.

6-5.03 Living Quarters

When, on the date of the signing of the former agreement, living quarters were occupied by an employee in a building belonging to the school board, and if this employee has continued to occupy the same position between the date of the signing of the former agreement and the date of the coming into force of the agreement, he shall be entitled to the same benefits as in the past for as long as he continues to occupy the same position.

However, the school board may apply a rate of increase to the rent payable by the said employee equal to the increase in salary granted to the employee by virtue of the agreement for the period concerned.

Verification of Furnaces

6-5.04 The school board may request, subject to the provisions of clause 8-3.04, that a non-resident employee proceed with the verification of furnaces on Saturdays, Sundays and paid legal holidays. This employee shall receive for each verification:

From January 1, 1990 to December 31, 1990: \$16  
From January 1, 1991 to December 31, 1991: \$16  
# From January 1, 1992 to June 30, 1992: \$16  
## From July 1, 1992 to March 31, 1993: \$16  
## As of April 1, 1993: \$16

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- 6-5.05 Notwithstanding the foregoing, the indemnity shall not be paid if an employee is at school for any activity involving a salary provided for in the agreement (loan and rental of rooms or halls, overtime). This remuneration must be at least equal to that provided for in clause 6-5.04.
- 6-5.06 If an employee is absent because of illness or has a day off with pay the preceding workday, he may carry out the verification if he notifies his immediate superior before noon the preceding workday.
- 6-5.07 The school board and the union may agree on different terms and conditions; failing an agreement, the provisions provided for in the preceding paragraphs shall apply.

6-6.00 LOAN AND RENTAL OF ROOMS OR HALLS

- 6-6.01 Within one hundred and twenty (120) days of the date of the coming into force of the agreement, the union shall choose, for the duration of the agreement, one of the plans described hereinafter. Nevertheless, the school board and the union may agree to extend the time limit. If the union fails to choose one of the plans described hereinafter within the time limits prescribed in this clause, it shall be considered as having chosen Plan II subject to the provisions of clause 6-6.05.

Plan I

- 6-6.02 If, in the rental of rooms or halls, the lessee bears rental costs for the use of such rooms or halls in the evening, on the weekend or during a paid legal holiday, the school board shall be required to assign to such activity the caretaker who works on a regular day shift and who possesses the most seniority in the building. If the maintenance work is carried out during this shift by a maintenance employee other than a caretaker, the school board shall assign this other employee according to seniority. The remuneration provided for such an activity outside of the regular schedule of the employee concerned shall be equal to the single hourly rate applicable to that employee.

The school board and the union may agree on terms and conditions that shall apply when the caretaker or maintenance employee concerned is absent or when he refuses to perform the work thus offered.

The preceding provisions shall not apply if the rooms or halls are used by a municipality within the framework of an agreement confirmed in writing between the school board and the municipality (except in the case of an ad hoc rental of rooms or halls by the municipality for an evening, weekend or paid legal holiday activity) if the rooms or halls are used for the purposes of student socio-cultural or sports activities.

6-6.02 (cont'd)

However, in the case where or if by virtue of this plan the school board is not required to assign an employee, the provisions of clause 8-3.05 shall apply to the employee who looks after, at the specific request of the school board, in addition to or outside of the hours provided for in his schedule, the preparation, cleaning and supervision of the rooms or halls.

Plan II

6-6.03 The caretaker or, failing that, the employee who accepts, at the specific request of the school board, to carry out a loan or rental of rooms or halls outside of his regular work hours shall benefit from the provisions provided for in clause 8-3.05. However, the school board shall not be required to offer him such loan or rental of rooms or halls.

6-6.04 A claim duly signed by the employee and approved by the school board shall be paid within a maximum period of one month following its presentation.

6-6.05 In the case where by virtue of a former agreement, the school board and the union have agreed on a plan for the loan and rental of rooms or halls other than those provided for in this article, such a plan shall be maintained unless there is an agreement to the contrary.

6-6.06 Within the framework of plans for the loan and rental of rooms or halls, the board and the union may agree that when the halls or rooms are used, including when they are used by a municipality as provided for in clause 6-6.02, the caretaker or the employee who is assigned thereto shall be remunerated in the following manner:

- for the opening and closing of the school and of the rooms used:

sixteen dollars (\$16);

#  
## from July 1, 1992 to March 31, 1993: sixteen dollars and forty-eight cents (\$16.48);

## as of April 1, 1993: sixteen dollars and forty-eight cents (\$16.48);

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6-6.06 (cont'd)

- for the opening and closing of the school and rooms used as well as for a perfunctory cleaning of the rooms:

twenty-six dollars (\$26);

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from July 1, 1992 to March 31, 1993: twenty-six dollars and seventy-eight cents (\$26.78);

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as of April 1, 1993: twenty-six dollars and seventy-eight cents (\$26.78);

However, within the framework of this agreement, the provisions of clause 8-3.05 cannot apply.

6-7.00 PAYMENT OF SALARY

6-7.01 Employees shall be paid in a confidential manner by cheque every second (2nd) Thursday. If a Thursday falls on a legal holiday with pay, employees shall be paid on the preceding workday.

However, rather than pay the salaries by cheque, the school board and the union may agree to the implementation of a different method of payment, such as a bank deposit system.

6-7.02 The pay slip must notably contain the following information:

- a) name of the school board;
- b) employee's surname and given name;
- c) employee's class of employment;
- d) date of payment and period concerned;
- e) number of hours paid at the regular rate and the hourly rate;
- f) number of hours paid at the overtime rate and rate applicable;
- g) nature and amount of premiums, indemnities or allocations paid;
- h) union dues;
- i) income tax deductions;
- j) contributions to the local or provincial pension fund, where applicable;
- k) contributions to the Québec pension plan;
- l) unemployment insurance contributions;
- m) deductions for a credit union and/or the Fonds de solidarité des travailleurs du Québec, where applicable;
- n) gross salary and net salary;
- o) total accumulation of his earnings and of certain deductions and any other information as long as it was provided by the school board on the date of the coming into force of the agreement.

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- 6-7.03 In the event where, on the date of the coming into force of the agreement, the school board operates a different system, the school board and the union agree to maintain or to alter it, or to adopt the system provided for in the preceding paragraphs. Failing an agreement, the system then in force is maintained except that the information contained on the pay slip must include the information provided for in clause 6-7.02.
- 6-7.04 The board shall inform the union and the employee concerned simultaneously of any cuts in salary or deductions relating to the application of the agreement.
- Before claiming the amounts paid in excess to an employee, the school board shall reach an agreement with the employee and the union regarding the method of reimbursement. Failing an agreement, the school board shall determine the terms and conditions of reimbursement which may include a deduction from the employee's pay. Such terms and conditions must not cause an employee to reimburse more than ten per cent (10%) of his gross salary per pay.
- 6-7.05 On the day of his departure, the school board shall give an employee a signed statement of the amounts owing in salary and in fringe benefits.
- During the pay period following the employee's departure, the school board shall give or forward the employee his paycheque including his fringe benefits.
- 6-7.06 The school board shall inform the employee in writing of the amount collected in his name from the Commission de la santé et de la sécurité du travail (CSST).

CHAPTER 7-0.00      MOVEMENT OF PERSONNEL AND SECURITY OF EMPLOYMENT

7-1.00      MOVEMENT OF PERSONNEL

7-1.01      Vacant Position

When a position becomes vacant, the school board shall have a thirty (30) day period to decide whether to abolish or to modify the position. In the event of such abolition or modification, the school board shall inform the union of its decision within fifteen (15) days.

7-1.02      When such abolition has the result of causing an employee to principally and customarily perform duties which correspond to a class of employment different from his own, this must be the subject of a written agreement between the school board and the union.

Failing an agreement, the employee shall be entitled to submit a grievance according to the usual procedure. However, in the event of arbitration, the provisions of clause 6-1.15 shall apply and the arbitrator shall carry out the mandate granted by clauses 6-1.03, 6-1.08 and 6-1.09.

7-1.03      I- Part-time Position

When the school board decides to fill a vacant or newly created part-time position, other than a position of a temporary nature covered by the agreement, it shall proceed by posting a notice as provided for in paragraph c) of Section II of this clause or failing this, according to paragraphs d), g), h), i) and j) of the present Section II. Notwithstanding, the employee referred to in paragraph d) of Section II of this clause may apply for a part-time position that has been posted.

II- Full-time Position

When the school board decides to fill a vacant or newly created full-time position, other than a position of a temporary nature covered by the agreement, it shall proceed as follows:

a) it fills the position by assigning:

1) one of its employees in surplus from the same class of employment, covered or not by the agreement,

or

2) one of its employees benefiting from a right to return to clause 7-3.19,

7-1.03

a) (cont'd)

insofar as:

- the position offered has a number of regular working hours at least equal to that of the position he held when he was placed in surplus, or as the case may be, at the time of his reassignment with a right to return;

and

- the employee possesses the required qualifications and meets the other requirements determined by the school board.

If more than one employee possesses the required qualifications and meets the other requirements determined by the school board for the position to be filled, the school board shall proceed according to seniority.

b) Failing to fill the position according to paragraph a), it shall fill the position:

- 1) firstly, by assigning one of its surplus employees in the same class of employment covered or not by the agreement (even if the position offered has a lesser number of regular working hours than the position he held when he was placed in surplus), on the condition that he possess the qualifications required and meet the other requirements determined by the school board; if more than one employee possesses the required qualifications and meets the other requirements determined by the school board for the position to be filled, the school board shall proceed by the inverse order of seniority;
- 2) failing to fill the position according to subparagraph 1), it shall assign one of its surplus employees from another class of employment of the same category or, as the case may be, of the same subcategory of classes of employment as established by the classification plan ("Subcategory of Technical Support Positions", "Subcategory of Para-technical Support Positions", "Administrative Support Positions", "Subcategory of Skilled Workman Positions", "Subcategory of Maintenance and Service Positions"), covered or not by the agreement, on the condition that he possess the qualifications required and meet the other requirements determined by the school board. However, the movement must not constitute a promotion. If more than one employee possesses the required qualifications and meets the other requirements determined by the school board for the position to be filled, the school board shall proceed by order of seniority.

7-1.03 (cont'd)

c) Failing to fill the position according to paragraph b), within twenty-one (21) days following the thirty (30) day time limit provided for in clause 7-1.01, the school board shall address its employees by posting a notice for a period of at least ten (10) workdays. A copy of the notice shall at the same time be forwarded to the union. If more than one candidate meets the necessary qualifications and requirements, the position shall be given to the employee who has the most seniority.

- d) Failing to fill the position according to paragraph c), it shall choose from among the part-time regular employees who have been laid off and who have completed two (2) years of active service with the board and who possess the required qualifications and meet the other requirements determined by it, according to seniority. However, the movement cannot constitute a promotion.

This priority shall only be valid for a period of twenty-four (24) months following the layoff.

- e) Failing to fill the position according to paragraph d), the school board shall approach the Provincial Relocation Bureau which may refer to the school board a support employee in surplus who has the required qualifications and meets the other requirements determined by it:

- a) first from another school board in the Protestant school system;
- b) then from another school board in the Catholic school system.

However, the movement cannot constitute a promotion.

- f) Failing to fill the position according to paragraph e), the school board may fill the position by choosing from among the members of its management staff\* in its employ who are in surplus or who have an equivalent status entitling them to security of employment, by virtue of the working conditions governing them, the person who best meets the required qualifications and other requirements determined by the school board; however, the movement cannot constitute a promotion.

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\* The expression "management staff" has the same meaning as that found in the Codification administrative des conditions d'emploi du personnel de cadre et du personnel de gérance des commissions scolaires and established by the Ministère, for information purposes only and without prejudice.

7-1.03

(cont'd)

- g) Failing to fill the position according to paragraph f), the school board shall recall to work, according to seniority, and in conformity with paragraph j) of clause 7-3.13, the non-tenured regular employee that it has laid off, insofar as such employee possesses the required qualifications and meets the other requirements determined by the school board; the recall may not, however, constitute a promotion with regard to the class of employment which he held on the date of his layoff.

This priority shall only be valid for a period of twenty-four (24) months following the layoff.

- h) Failing to fill the position according to paragraph g), the school board shall choose the one who best meets the required qualifications and other requirements determined by the school board from among the temporary employees who have completed six (6) months of continuous or discontinuous service with the school board within a period of twelve (12) consecutive months as cafeteria employees and student supervisors working ten (10) hours or less, employees working exclusively within the framework of sessions of adult education courses, employees working in a day care service under the aegis of a school board and employees working with handicapped students integrated partially or totally in regular classes. This priority shall only be valid for a period of twelve (12) months following the layoff and shall only apply to an employee who has notified the board of his desire to fill a position by virtue of this paragraph.
- i) Failing to fill the position according to paragraph h), it shall fill the position by choosing from among its support employees not covered by the agreement who requested an assignment to this position, provided that they possess the required qualifications and meet the other requirements established by the school board.
- j) Failing to fill the position according to the preceding provisions, the school board may hire any outside candidate of its choice.

As an exception, if, in the case of paragraphs d) and g), a regular employee who was laid off and who held a part-time position before his layoff obtains a full-time position, the period of time constituting active service during which this employee held a part-time position with the board shall then be recognized for the purposes of acquiring tenure.

7-1.03 (cont'd)

The same shall apply for the purpose of applying paragraph c) of this clause to an employee filling a part-time position and who obtains a full-time position except that such recognition cannot take effect prior to the expiry of the probationary period provided for in clause 7-1.08 in the case of a promotion.

The employees referred to in paragraph h) of this clause, with the exception of temporary employees, who cannot maintain their position during the probation period shall remain covered by the provisions of articles 10-1.00, 10-2.00, 10-3.00 or 10-4.00, as the case may be, without loss of rights; in this case the employee shall return to his former position or be laid off, as the case may be, which shall entail the cancellation of every movement of personnel due to the employee obtaining a position within the framework of the provisions of clause 7-1.03, the foregoing subject to the provisions of articles 10-1.00, 10-2.00, 10-3.00 or 10-4.00.

7-1.04

The posting provided for in paragraph c) of Section II of clause 7-1.03 shall include, among other things, a summary description of the position, an indication of whether the position is fulltime or part-time, the immediate superior's title, a resume of the work schedule, the class of employment, the salary scale or the salary rate, the required qualifications and other requirements established by the school board, the duration of the regular workweek, the name of the office, department, school or adult education centre, the deadline for applications as well as the name of the person in charge to whom the application must be forwarded.

Any employee interested or referred to by the posting may apply for the position according to the method prescribed by the school board.

In all cases where the school board establishes requirements other than those provided for in the classification plan, those requirements must be related to the position to be filled.

Within twenty (20) working days following the end of the posting, the school board shall transmit to the union the name of the applicant selected, the names of all applicants and their seniority. Moreover, within forty (40) working days following the end of the posting, the board shall assign the selected applicant.

7-1.05

The school board may continue to draw up eligibility lists for certain classes of employment according to the terms and conditions provided in previous agreements. The school board, after agreement with the union, may modify the terms and conditions and draw up these lists.

7-1.06 The school board, before proceeding with an administrative reorganization, must submit its project to the Labour Relations Committee. Within this framework, the school board and the union may agree on particular rules for the movement of personnel concerning this reorganization. Failing an agreement, the provisions provided for in this chapter shall apply.

7-1.07 Notwithstanding the provisions of paragraph c) of Section II of clause 7-1.03, failing sufficient schooling, relevant experience shall compensate at a ratio 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. This rule of exception shall apply to the positions in the administrative support staff category, to the positions in the para-technical support staff subcategory, and to the positions in the manual support staff category. However, the employees who already belong to the above categories as well as to the technical support staff category on the date of the coming into force of the agreement shall be considered as possessing the required qualifications with regard to the field of specialization of the class of employment which they hold.

7-1.08 If, at any time during the probation period of sixty (60) days actually worked following any promotion, the school board determines that the employee does not perform his duties adequately, it shall notify the union and shall return the employee to his former position. In the case of arbitration, the burden of proof shall rest with the school board. A promoted employee may decide to return to his former position within the thirty (30) days following his assignment.

The application of the preceding paragraph, if need be, shall annul every movement of personnel resulting from the said promotion.

If an employee returns to his former position by the application of the provisions of this clause, he shall not be entitled to the income protection as granted for a demotion. The same shall apply to the other employees returned to their former positions.

The application of this clause shall have the effect, if need be, of annulling all reassignments and relocations of surplus employees resulting from the said promotion. In such a case, the employee shall again be placed in surplus as if the reassignment or relocation had never taken place.

7-1.09 The employee who is regularly assigned to a position shall receive the title and the salary stipulated for the said position as of his assignment.

7-1.10 Temporary Assignment

When the school board decides to fill a temporarily vacant position and if the temporary vacancy is for at least ten (10) working days, it shall proceed in the following manner:

- a) it uses a surplus employee in this position; however, such a movement cannot constitute a promotion;
- b) failing this, it shall assign the employee referred to in clause 7-2.04;
- c) failing this, it shall assign the employee referred to in clause 7-4.05;
- d) failing this, it shall offer the position to the employees within the same office, department, school or adult education centre, as the case may be, for whom such an assignment would constitute a promotion or a transfer;
- e) failing this, it shall offer the position to a part-time regular employee who has been laid off and who has completed two (2) years of active service with the board;
- f) failing this, it shall offer the position to a regular employee who has been laid off;
- g) failing to fill the position according to the preceding provisions as well as in the other cases where the school board decides to fill a temporarily vacant position, the school board may designate an employee of its choice who is willing to fill the position temporarily; if no employee is willing to fill the position thus offered temporarily, the school board may designate the employee who is capable of filling the position and who has the least seniority, or may proceed with the hiring of a temporary employee for this purpose.

Such a temporary assignment must not have the effect of having the employee simultaneously filling two (2) positions.

In all cases, the employee concerned may only obtain the position if he meets the required qualifications and the other requirements determined by the board.



7-1.10 g) (cont'd)

The board must take into account seniority within the framework of paragraphs c), d), e) and f).

The employee shall not accumulate active service for the purposes of acquiring tenure within the framework of paragraphs e) and f).

7-1.11

The regular employee who, at the school board's request, temporarily fills a position which would constitute a promotion for him if he were assigned to it regularly, shall be paid in the same manner as he would be if he were promoted to this position as of his temporary assignment.

At the end of the assignment, the employee shall return to his regular position under the conditions and with the rights he benefited from before his temporary assignment.

7-1.12

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

7-1.13

For the sole purposes of applying the provisions of articles 7-1.00 and 7-3.00, the classes of employment of caretaker and night caretaker shall be subdivided into two (2) classes each, namely:

- the class of less than 9 275 m<sup>2</sup>, and
- the class of 9 275 m<sup>2</sup> or more.

7-1.14

The school board and the union may agree that the transfer of an employee shall constitute a preliminary step in the application of the provisions provided for in paragraphs a) and following of Section II of clause 7-1.03 and, within this framework, the order described in clause 7-1.03 shall be adjusted accordingly.

7-1.15

The school board may, with the union's agreement, proceed with the transfer of an employee from one position to another. The transfer may not have the effect of displacing the employee concerned more than fifty (50) kilometres from his usual place of work.\*

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\* However, the transfer may have the effect of displacing the employee more than fifty (50) kilometres from his usual place of work if it involves a displacement within fifty (50) kilometres from the employee's domicile.

7-2.00 TEMPORARY LAYOFF

7-2.01 The regular employee who must be temporarily laid off shall not benefit from the provisions of article 7-3.00. However, if he is laid off or is placed in surplus following the permanent abolition of his position, he shall benefit from the application of the provisions of article 7-3.00.

7-2.02 Moreover, if a position of a twelve (12) month duration becomes a position of less than twelve (12) months, the employee concerned shall be entitled to one of the following choices, upon a written request to the school board within ten (10) days following the receipt of the notice provided for in clause 7-2.03:

- a) the application of the provisions of article 7-3.00;
- b) a temporary assignment to other duties in relation to his qualifications and experience. This temporary assignment shall be decided upon by the school board, but must not entail a decrease in salary for the employee concerned or an assignment of more than fifty (50) kilometres from his usual place of work\* or a reduction in his working hours. The temporary assignment shall only be valid for the period during which he would be laid off temporarily;
- c) a temporary layoff according to the provisions of clause 7-2.03.

Failing a notice on the part of the employee concerned within the time limit allotted, the employee, if he is non-tenured, shall be considered as having chosen to be laid off temporarily according to the provisions of clause 7-2.03. If he is tenured, he shall be considered as having chosen the application of the provisions of article 7-3.00.

The employee who avails himself of the choice provided for in paragraph b) of this clause is deemed to have made this choice until the board proceeds with the application of the provisions of article 7-3.00.

7-2.03 After consulting the union, before May 1 of each year, the school board shall establish the approximate duration of every temporary layoff; the latter must not, except for cafeteria personnel, exceed the period between June 23 and the day after Labour Day.

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\* However, the transfer may have the effect of displacing the employee more than fifty (50) kilometres from his usual place of work if it involves a displacement within fifty (50) kilometres from the employee's domicile.

7-2.03

(cont'd)

In the case of cafeteria personnel, the temporary layoff period may not exceed the period between May 15 of one fiscal year and September 15 of the following fiscal year. During the holidays (Christmas and New Year's Day) when the cafeterias are shut down, the employee shall benefit from the following provisions:

- a) the legal holidays to which he is entitled by virtue of the provisions of article 5-2.00;
- b) the other shutdown days shall be deducted from the number of vacation days to which he is entitled.

Moreover, the cafeteria employee who does not have a sufficient number of vacation days to his credit to cover the shutdown period, may, on written request to the school board, borrow vacation days from those of the following year. These anticipated vacation days shall be deducted automatically from the vacation days accumulated for the following fiscal year and are recoverable in the event of the employee's departure.

The board shall also establish the order in which the temporary layoffs shall be made and, in doing so, if in the same building more than one employee has the same class of employment, the layoffs shall be made according to the inverse order of seniority and recalls shall be made according to seniority.

At least one (1) month before the effective date of the layoff, the school board shall inform each of the employees concerned of the date and approximate duration of their layoff and of the provisions provided for in clause 7-2.02 or, as the case may be, in clause 7-2.04. A copy of the notice shall also be sent to the union.

The employee who is laid off temporarily during the summer may request that the vacation days acquired and not used be paid within fifteen (15) days of his return to work. This provision cannot defer the vacation period. Moreover, notwithstanding the provisions of clause 5-3.39, the employee may request that the balance of seven (7) redeemable days be paid within fifteen (15) days of his return to work. The request must be forwarded in writing to the board at least thirty (30) days prior to the layoff. The board and the union may agree on different terms and conditions of application.

7-2.04 Subject to the school board's right to give priority to the use of surplus personnel to fill a position which is temporarily vacant or to fill a temporary position, every employee who is temporarily laid off shall be given priority, during this layoff period, to fill either:

- a) any temporarily vacant position; or
- b) any temporary position.

In order to benefit from this priority, the employee must inform the school board, in writing, of his intention to accept such a position that might be offered to him within the ten (10) working days following the receipt of the notice provided for in clause 7-2.03. He must, moreover, possess the qualifications required and meet the other requirements determined by the school board.

This priority shall be exercised according to the seniority of the employees concerned.

He shall receive the salary rate of the position he fills temporarily. However, an employee shall be given priority to fill a temporarily vacant position only following the application of the provisions of paragraph b) of clause 7-2.02.

7-2.05 Subject to the provisions concerning movement of personnel and security of employment, it is agreed that the employee shall resume his regular position at the end of the temporary layoff period.

7-2.06 Furthermore, such an employee shall benefit, during this temporary layoff period, from the life insurance and health insurance plans provided that he pay his share of the annual premium during his period of active service.

7-3.00 SECURITY OF EMPLOYMENT

7-3.01 When the school board decides to abolish a position, other than a vacant position, it must forward to the union a notice of at least forty-five (45) days before the effective date of the abolition of the position.

7-3.02 Subject to the provisions of clause 7-1.01, the school board may only abolish positions held by regular employees on July 1 of each fiscal year.

However, the school board may, exceptionally, abolish positions held by regular employees on other dates due to circumstances beyond its control.

7-3.03

- A) The employee whose position is abolished shall either be reassigned, laid off, placed in surplus or his employment shall be terminated according to the provisions that follow.

The regular employee whose position is abolished shall receive a written notice of at least thirty (30) days before the effective date on which his position is abolished.

- B) In accordance with the provisions of clause 7-3.01, when the school board decides to abolish a position other than a vacant position, it must first notify the union at least forty-five (45) days before the effective date on which it will be abolished. Simultaneously, the school board shall provide the union with the complete list of employees by class of employment, indicating the employees' seniority as well as the number of hours of work.

In addition, it shall provide the union with a list of vacant positions and those which it foresees creating before the date of the abolition while providing, for the latter, the information outlined in clause 7-1.04.

- C) In the event of uncontrollable circumstances resulting in the total or partial closure of a building, the school board may temporarily reassign the employee affected by such a total or partial closure within a fifty (50) kilometre radius from his place of work until the employee can return to his position or until the said position is abolished in accordance with the preceding provisions. However, the school board and the union may agree on other arrangements.

7-3.04

By way of exception, the provisions of clauses 7-3.05 and 7-3.06 shall apply, as the case may be, to the following employees at the time provided for in each of the subparagraphs in question:

- ° upon an employee's return from a leave of absence or an absence if his position was abolished during his leave of absence or absence;
- ° upon an employee's return from a leave of absence or an absence if he was displaced from his position as a result of the application of the provisions provided for in this article during his leave of absence or absence.
- ° on the effective date on which a twelve (12) month position held by a regular employee becomes a position of less than twelve (12) months in accordance with the provisions of article 7-2.00 and insofar as the employee concerned has chosen to have the provisions of article 7-3.00 apply to him within the framework of the provisions of clause 7-2.02.

7-3.05

The employee whose position is abolished shall benefit from the following provisions:

- A) if he is a probationary employee, the school board shall terminate his employment as of the date on which the position is abolished; however, he shall maintain, if need be, the rights recognized by the agreement;
- B) if he is a non-tenured regular employee:
  - 1) if there is a vacant position in his class of employment, he shall be reassigned to that vacant position, the foregoing subject to the provisions of paragraphs a) and b) of Section II of clause 7-1.03;
  - 2) failing this, he shall displace, within his building, the employee on the same shift or, at his choosing, on another shift, who has the least seniority in his class of employment;
  - 3) failing this, he shall displace the employee who, in his locality or, at his choice, in another locality within the territory of the school board, has the least seniority in a position in his class of employment;
  - 4) failing this, if, in his locality or, at his choosing, in another locality of the board, there is a vacant position in another class of employment in his category or, as the case may be, in his subcategory of classes of employment as defined in the classification plan ("Subcategory of Technical Support Positions", "Subcategory of Para-Technical Support Positions", "Administrative Support Positions", "Subcategory of Qualified Workman Positions", "Subcategory of Maintenance and Service Positions"), he shall be reassigned to this vacant position, subject to the provisions of paragraphs a) and b) of Section II of clause 7-1.03;
  - 5) failing this, he shall displace the employee who has the least seniority in a position in another class of employment in his category or, as the case may be, in his subcategory of classes of employment as defined in the classification plan ("Subcategory of Technical Support Positions", "Subcategory of Para-Technical Support Positions", "Administrative Support Positions", "Subcategory of Qualified Workman Positions", "Subcategory of Maintenance and Service Positions") and, subject to the provisions of the second paragraph of clause 7-3.08, the latter shall be laid off;
  - 6) failing this, he shall be laid off.

7-3.05

(cont'd)

C) if he is a tenured regular employee,

a) he may choose:

- 1) to be reassigned to a vacant full-time position in his class of employment, if there is one, subject to the provisions of paragraph a) of Section II of clause 7-1.03;
- 2) to displace, within his building, the employee on the same shift or, at his choosing, on another shift, who has the least seniority in his class of employment;
- 3) to displace, in the building of his choice, the employee on the same shift or, at his choice, on another shift, who has the least seniority from among the employees in the said building who hold positions in his class of employment with the same number of regular working hours as his former position.

b) if he fails to exercise one of the choices provided for in paragraph a), he must:

- 1) if there is a vacant full-time position in his class of employment, be reassigned to this vacant position, the foregoing subject to the provisions of paragraph a) of Section II of clause 7-1.03;
- 2) failing this, displace the employee with the least seniority at the school board in a full-time position in his class of employment;
- 3) failing this, if, in his locality or at his choice, in another locality, within the territory of the school board, there is a vacant full-time position in another class of employment in his category or, as the case may be, in his subcategory of classes of employment as defined in the classification plan ("Subcategory of Technical Support Positions", "Subcategory of Para-Technical Support Positions", "Administrative Support Positions", "Subcategory of Qualified Workman Positions", "Subcategory of Maintenance and Service Positions"), be reassigned to this vacant position subject to the provisions of paragraph a) of Section II of clause 7-1.03;

7-3.05

C) b) (cont'd)

4) failing this, displace the non-tenured employee with the least seniority in a full-time position in another class of employment in his category or, as the case may be, in his subcategory of classes of employment as defined in the classification plan ("Subcategory of Technical Support Positions", "Subcategory of Para-Technical Support Positions", "Administrative Support Positions", "Subcategory of Maintenance and Service Positions"), and the latter shall benefit from the provisions of paragraphs a) and b) of clause 7-3.06;

c) if he is unable to benefit from the preceding paragraph, he shall be placed in surplus.

7-3.06

The following provisions shall apply to the employee displaced by virtue of the provisions of clause 7-3.05 or by virtue of this clause:

a) if he is a probationary employee, the school board shall terminate his employment; however, he shall maintain, if need be, the rights recognized in the agreement;

b) if he is a non-tenured regular employee:

◦ he shall benefit from subparagraphs 1, 2, 3, 4, and 5 of paragraph B) of clause 7-3.05;

◦ failing this, he shall be laid off;

c) if he is a tenured regular employee who is the first employee to be displaced, he shall benefit from the provisions contained in paragraph C) of clause 7-3.05; if he is a tenured regular employee who is not the first to be displaced, he shall benefit from the provisions of paragraph C) of clause 7-3.05, providing that the third paragraph of subparagraph a) is replaced by the following:

3) to displace, in the building of his choice, the employee who has the least seniority among the employees in this building who hold positions in his class of employment involving a number of regular working hours equal to that of his former position.

7-3.07

In no case shall the application of the preceding provisions result in a promotion.



7-3.08

In all cases, in order to benefit from one of the preceding provisions, the employee concerned must satisfy, in addition to the qualifications required by the classification plan, the specific requirements of the position as determined by the school board.

In the case of an employee displacing another employee, if the displacing employee does not possess the required qualifications and the particular requirements for the position held by the employee with the least seniority in the class of employment where the displacement is occurring, he shall then displace the employee with the least seniority in this class of employment who holds a position for which he possesses the required qualifications and meets the particular requirements.

In the case of an employee displacing another employee in accordance with the provisions of paragraph 3) of subparagraph a) of paragraph C) of clause 7-3.05, if the displacing employee does not possess the required qualifications and the particular requirements of the position held by the employee with the least seniority from among the employees of the building selected who hold positions in his class of employment with a number of regular working hours equal to that of the position of the displacing employee, the latter then displaces the least senior among these employees who holds a position for which he possesses the required qualifications and meets the other specific requirements.

7-3.09

In applying the preceding clauses, the employee who displaces another employee must always have more seniority than the employee he displaces. In the case of an employee who is temporarily absent, the provisions of clauses 7-3.05 and 7-3.06 shall be applied while taking into account the seniority of the employee who is temporarily absent. Within this framework, if an employee displaces an employee who is temporarily absent, the substitute temporary employee shall be dismissed.

Within the framework of the provisions of clauses 7-3.05 and 7-3.06, an employee who holds a twelve (12) month position may not be required to accept a position of less than twelve (12) months.

In no case may the tenured regular employee refuse to accept a position which is situated within a radius of fifty (50) kilometres from his usual place of work. However, the tenured regular employee may not refuse a position if it is situated outside of a fifty (50) kilometre radius from his place of work but within a radius of fifty (50) kilometres from his domicile.

7-3.09

(cont'd)

Within the framework of the displacement of an employee by a tenured regular employee, if the position of the employee with the least seniority in the class of employment where the displacement is occurring is situated outside of the geographic area described in the preceding paragraph for the tenured regular employee who is displacing, and if this latter employee refuses the position for this reason, he must then displace the employee with the least seniority in the said class of employment whose position is situated within the said geographic area.

7-3.10

- A) When, as a result of the application of the provisions of clauses 7-3.05 and 7-3.06, an employee holding a part-time position is reassigned to a full-time position or displaces an employee holding a full-time position, he shall acquire his tenure if he has at least two (2) years of active service. As an exception to the rule for acquiring tenure and in this case only, active service as a part-time employee shall be taken into account.
- B) For the purpose of applying this article, locality designates the municipal territory (in the case of the City of Laval, the words "municipal territory" must be interpreted as designating one or the other of the municipalities which existed before the merger creating the "City of Laval") or the territory of the school board at the union's choosing for the duration of the agreement. If the union fails to send a written notice to this effect to the school board within one hundred and twenty (120) days of the date of the coming into force of the agreement, locality shall designate the territory of the school board. Nevertheless, the school board and the union may agree in writing on another definition. This agreement shall constitute a local arrangement within the meaning of article 11-3.00.
- C) For the purpose of applying this article, establishment means the building in which the employee performs his duties. The board and the union may agree on another definition by means of a local arrangement when there is only one employee in a class of employment in a building.

In the case where a building includes one or more annexes, the annex(es) shall be considered as constituting one building, if they are located within less than one kilometre from the main building, failing which, they shall constitute a building in itself.

If an employee is required to travel regularly in order to perform his duties, building means the building where he must report.

7-3.10

C) (cont'd)

In the case where in the same building, there is a school and an administrative centre or part of an administrative centre, each of these two (2) units shall be considered as a building in itself.

D) For the purpose of applying this article, shift means one of the following work schedules:

- 00:00 to 08:00 hours;
- 08:00 to 16:00 hours;
- 16:00 to 24:00 hours.

The employee shall be considered as belonging to the work shift in which he performs half or more of the hours of his regular workday.

7-3.11

Measures to Reduce the Number of Employees in Surplus

A) Pre-retirement

For the purpose of reducing the number of employees placed in surplus, the school board shall grant, upon the employee's acceptance or request, a pre-retirement leave under the following conditions:

- a) this pre-retirement leave is a leave of absence with pay for a maximum of one (1) year. During the leave, the employee shall only be entitled to the health and life insurance plans as well as the complementary plans, provided that he pay at the beginning of the leave the entire amount of the premiums required;
- b) the pre-retirement leave shall count as a year of service for purposes of the pension plan covering the employee concerned;
- c) the only employee eligible is the employee who would be entitled to retire at the end of the leave of absence but who would not be entitled to a full pension (35 years of service) during the leave;
- d) at the end of the leave with pay, the employee shall be considered as having resigned and he shall be pensioned off;
- e) the leave allows the reduction of the number of tenured employees in surplus.

7-3.11

(cont'd)

B) Severance Pay

The school board shall grant severance pay to a tenured regular employee if his resignation allows the reassignment of an employee placed in surplus. Acceptance of severance pay shall entail the employee's loss of tenure.

The school board shall also grant severance pay to the tenured regular employee placed in surplus who chooses to resign. The employee in surplus who resigns loses his tenure.

The employee who receives severance pay may not be hired in the education sector during the year which follows that in which he received it. Severance pay may not be granted to an employee who has already received a similar payment from an employer in the education sector.

Severance pay shall equal one (1) month of salary per year of complete service at the time when a tenured employee has resigned from the school board. Severance pay shall be limited to a maximum of six (6) months' salary. For purposes of calculating this payment, the salary shall be that which the tenured regular employee receives at the time when he resigns from the school board.

C) Transfer of Tenure

In order to reduce the number of employees placed in surplus, the tenure of an employee who is not placed in surplus shall be transferable to another school board that hires him if his resignation results in the reassignment of an employee placed in surplus.

D) Loan of Service

The board, the employee and a community organization may agree that the board loan the services of the tenured regular employee to a community organization if the measure permits the reduction of the number of employees in surplus. In this case, the parties shall complete and sign the contract contained in Appendix IX. However, the school board must inform the union at least ten (10) days in advance of the name of the employee with whom it intends to sign a contract before signing the contract with an employee and a community organization.

7-3.12 Provincial Relocation Bureau

All the school boards, the MEQ and the QAPSB shall form a Provincial Relocation Bureau.

7-3.13 Rights and Obligations of the Employee

- a) Every employee placed in surplus who is offered a full-time position in his school board within a fifty (50) kilometre radius from the place of work where he was assigned when he was placed in surplus must accept it if he possesses the qualifications required by the classification plan and meets the other requirements determined by the school board for the position. He must also accept a position which is so offered even if this position is situated outside of a radius of fifty (50) kilometres from the place of work where he was assigned when he was placed in surplus, as long as the position is situated within a radius of fifty (50) kilometres from his domicile at the time he was placed in surplus.

Moreover, any surplus employee in a school board who is offered a full-time position with another board within the geographic area described in the first paragraph must accept it if the position offered is within his class of employment and if he possesses the qualifications required by the classification plan and meets the other requirements determined by the board.

Failure to accept a written offer shall constitute for all legal purposes a resignation on the part of the employee in which case the employee may not benefit from the severance pay provided for in paragraph B) of clause 7-3.11. If an offer is made by another school board, the employee must accept it within seven (7)\* days.

Within the framework of this clause, the surplus employee who is reassigned to a position within the school board, or in another school board, shall benefit, as the case may be, from the provisions of clause 7-3.19.

Within the framework of this clause, the employee, who at the time of his placement in surplus held a twelve (12) month position, may not be required to accept a position of less than twelve (12) months.

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\* Read twelve (12) days instead of seven (7) if the offer involves moving on the part of the employee concerned.

7-3.13

(cont'd)

- b) The employee placed in surplus who voluntarily accepts to be relocated when such relocation involves his moving and if his future workplace is outside the geographic area described in paragraph a) of this clause shall benefit from a voluntary mobility premium equal to two (2) months' salary. Such a premium shall equal four (4) months' salary if the relocation takes place in school regions 1, 8 and 9.

The preceding provisions shall also apply to the tenured employee who is not placed in surplus if his relocation outside of the geographic area described in paragraph a) of this clause to another school board allows the reintegration of an employee already in surplus in the school board.

- c) The employee placed in surplus must provide, upon request, all information relevant to his security of employment.
- d) For as long as the employee remains in surplus, his salary progresses normally.
- e) When an employee placed in surplus accepts a position with another school board in accordance with this clause, he shall not undergo a probationary period.
- f) When an employee in surplus from the support staff is relocated according to the provisions of this clause, he shall bring to his new employer his status of regular employee or, as the case may be, his tenure, seniority and bank of non-redeemable sick-leave days\*.

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\* Moreover, the school board recognizes the regular employee's status or, as the case may be, the tenure, seniority and the non-redeemable sick-leave days of a support employee from another school board in the education sector who is referred to the school board according to the similar provisions as those in this clause contained in the collective agreement which governs this employee.

7-3.13

(cont'd)

- g) As long as the employee remains in surplus, he shall be required to perform the duties that the school board assigns to him and which must be in relation to his qualifications.
- h) The surplus employee must present himself for a selection interview at a school board in the education sector if so requested in writing by the Provincial Relocation Bureau and if the interview concerns a full-time position in the class of employment of the employee in surplus.
- i) The date of the signature on the post office receipt of the documents sent by registered mail shall constitute prima facie proof in order to calculate the deadlines provided for in this clause.
- j) The non-tenured 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 application of the provisions of this article shall remain on the list of the Provincial Relocation Bureau for a maximum period of two (2) years. During this period, he must accept a written offer of employment which could be made to him by his school board or by another school board in the same school region, within seven (7) days of the written offer of employment. If the employee does not accept the written offer, his name shall be removed from the lists of the Provincial Relocation Bureau.
- k) The employee relocated as a result of the application of this clause and who must move shall benefit, from his school board or, as the case may be, from the school board which hired him, from the provisions of Appendix II under the conditions stipulated therein, insofar as the allowances provided for in the federal labour mobility program do not apply. Moreover, if an employee is relocated according to the provisions of paragraphs a) and b) of this clause, the employee who must move shall be entitled to:
  - 1) a maximum of three (3) working days without loss of salary to cover the search for a dwelling; this three (3) day maximum shall not include travelling time there and back;
  - 2) a maximum of three (3) working days without loss of salary to cover the moving and settling into a new dwelling.
- l) The school board may, with the agreement of the surplus employee, assign him to duties with another employer in the public or parapublic sector.

Obligations of the School Board

7-3.14 When the school board must proceed with a hiring to fill a vacant full-time position other than a temporarily vacant position, it shall submit a request to the Provincial Relocation Bureau specifying the class of employment and the requirements of the position to be filled.

Moreover, the school board must inform the Provincial Relocation Bureau of the names of the employees that it is placing in surplus as well as the names of the non-tenured regular employees who have completed at least one year of active service and that it is laying off.

7-3.15 During the fiscal year preceding an amalgamation (including the disappearance of one school board to the benefit of one or more other school boards), an annexation or a restructuring, the school board may not proceed with the abolition of a position which would result in one or more layoffs or one or more placements in surplus, as the case may be, of regular or tenured regular employees if the cause of this abolition arises from such amalgamation, annexation or restructuring. However, during the fiscal year preceding that of the amalgamation, annexation or restructuring, the school board may not proceed with the abolition of a position which would result in one or more layoffs or one or more placements in surplus if the cause of the abolition results from such amalgamation, annexation or restructuring.

However, as of the fiscal year of the amalgamation, annexation or restructuring, a new school board, an annexing school board or a restructured school board may proceed with the abolition of positions resulting in one or more layoffs or in one or more placements in surplus, as the case may be, of regular or tenured regular employees.

7-3.16 After another school board assumes the responsibility for instruction to children with learning or emotional problems or for instruction to students of a given level or option, within the framework of the application of the Education Act, the regular employee or the tenured regular employee who would be required to perform most of his work in the other school board shall be required to go into the employ of this other school board.

However, with the agreement of the school board which no longer offers the instruction, the regular employee or the tenured regular employee may remain in the employ of this school board provided that no layoff shall occur, nor any placement in surplus of regular employees or of tenured regular employees occurs because of this agreement.



7-3.16 (cont'd)

However, as of the anniversary on which the responsibility for the instruction was assumed, the school board which assumed it may proceed with the abolition of positions resulting in one or more layoffs or, as the case may be, with one or more placements in surplus.

7-3.17 In the case of an amalgamation (including the disappearance of a school board), annexation or restructuring, the school board and the union may agree on particular rules for the redistribution of personnel and movement of personnel resulting from such amalgamation, annexation or restructuring.

General Provisions

7-3.18 For the purposes of applying this chapter, the application of the fifty (50) kilometre radius shall be understood as being by road.

7-3.19 The tenured regular employee reassigned by virtue of the provisions of clause 7-3.05 or of clause 7-3.06 and the surplus employee who is reassigned to a position by virtue of the provisions of paragraph a) of clause 7-3.13 shall benefit from the following provisions:

- a) If he is reassigned to a position in his class of employment which has a number of regular working hours at least equal to those of the position which he occupied at the time of his reassignment or, as the case may be, his placement in surplus, he will be required to work the number of regular working hours and shall have the work schedule of the position to which he is reassigned and, if necessary, his salary shall be adjusted accordingly.
- b) If, in his board, the employee has no other choice but to be reassigned or displaced to a full-time position with fewer hours than the position he held prior to his reassignment or displacement, he shall benefit from the following:
  - 1) he shall maintain the salary determined on the basis of the salary rate and number of regular hours applicable immediately preceding the assignment to the new position for as long as he does not obtain a position with a number of hours at least equal to the number of hours of the position he held prior to such reassignment. In the event of a temporary reassignment, the board shall make up the employee's work schedule;

7-3.19

b) (cont'd)

- 2) he shall benefit from the right to return to a position with a number of hours at least equal to the number of hours of the position which he held prior to his reassignment, within the framework of the provisions of paragraph a) of clause 7-1.03 or as a result of the application of the provisions of clauses 7-3.05 and 7-3.06; should the employee refuse to comply with the obligation to accept a position thus offered within the framework of the right to return described in the present paragraph b), he shall lose all the rights conferred on him under this clause and shall be remunerated for the number of hours worked.
- c) If he is reassigned to another board in a position in his class of employment which has a lesser number of regular working hours than the position which he occupied at the time of his reassignment or, as the case may be, his placement in surplus, he shall be required to work the number of regular working hours and shall have the work schedule of the position to which he is reassigned, and his salary shall be adjusted accordingly. He shall also receive the following compensation:
- ° the difference between the regular weekly salary which he was receiving immediately before his reassignment and the regular weekly salary of the position to which he is reassigned shall be made up by a lump sum which is spread and paid over each of the employee's pays. This lump sum is paid until such time as the regular weekly salary he shall be receiving for the position to which he is reassigned meets the regular weekly salary he was receiving immediately before his reassignment. This lump sum shall be reduced as the regular weekly salary for the position to which he is reassigned progresses.
- d) If he is reassigned to a position of another class of employment than the one to which he was assigned immediately before his reassignment or, as the case may be, his placement in surplus, he shall be assigned the class of employment and be required to work the number of regular working hours and shall have the work schedule of the position to which he is reassigned. However, he shall maintain, for salary purposes only, the class of employment to which he was assigned immediately before his reassignment or, as the case may be, his placement in surplus and his rate of salary shall progress normally.

7-3.19

d) (cont'd)

When the position to which he is reassigned has a lesser number of regular working hours than the position which he held at the time of his reassignment or, as the case may be, his placement in surplus, he shall then benefit from the provisions of paragraph b) or c) of this clause by making the necessary changes.

In addition, if he is reassigned within his school board, he shall benefit in his school board from a right to return to a vacant or newly created position:

- in the class of employment to which he was assigned immediately before his reassignment or, as the case may be, his placement in surplus, and
- with a number of regular working hours at least equal to the number of regular working hours of the position which he occupied at the time of his reassignment or, as the case may be, of his placement in surplus.

This right to return is exercised in accordance with the provisions of paragraph a) of Section II of clause 7-1.03. Should the employee refuse to accept a position so offered within the framework of the right to return described above, he shall lose all the benefits of this paragraph and the provisions related to voluntary demotion shall apply to him.

e) When, by virtue of the provisions of the 1983-1985 agreement, an employee had to accept a position with fewer regular working hours than that of his regular workweek prior to his placement in surplus, he shall benefit from the provisions of subparagraph 2) of paragraph b) and of the provisions of paragraph c) of this clause.

7-4.00

PARTIAL DISABILITY

7-4.01

A tenured regular employee who must be laid off as a result of his physical inability to meet the requirements of his actual position may, within the framework of the provisions of article 7-1.00, obtain a transfer, demotion or promotion, as the case may be, provided that he meet the requirements of the desired position and that this position be available. He shall then receive the salary provided for his new position.

The regular employee who has suffered an employment injury and who is transferred as a result of a permanent partial disability, shall benefit from the provisions of the preceding paragraph.

- 7-4.02 The tenured regular employee who is laid off following the expiry of the benefits provided for in subparagraph iii) of paragraph A) of clause 5-3.31 and of clause 5-3.44 shall be entitled, if he meets the requirement of an available position by virtue of clause 7-1.03, to the following provisions:
- a) as of his layoff and up to a period of one (1) year, apply for a position in step c) of clause 7-1.03;
  - b) as of the expiry of the aforementioned period of one (1) year up to an additional period of one (1) year, benefit from the provisions provided for in step g) of clause 7-1.03.
- 7-4.03 As of the date on which the tenured regular employee referred to in clause 7-4.01 is no longer able to meet, on a permanent basis, the requirements of his position, it shall then be considered as permanently vacant unless the position was abolished within the framework of the provisions of article 7-3.00.
- 7-4.04 The board and the union may agree on another manner in which to attribute a position to an employee who is suffering from a permanent partial disability or physical disability.
- 7-4.05 The tenured regular employee who suffered an employment injury and has not been reinstated in a position under the provisions of clause 5-9.15 and who is laid off following the expiry of the time limits provided for in clause 5-9.18 shall benefit from the provisions provided for in paragraphs a) and b) of clause 7-4.02. Moreover, during the period provided for in paragraph a) of clause 7-4.02, the employee who so requests shall have priority for any temporarily vacant position or any temporary position and shall benefit from the provisions applicable to the temporary employee.
- Notwithstanding the foregoing, if the layoff follows a two (2) year period from the date of the beginning of the employment injury, the time limits provided for in paragraphs a) and b) of clause 7-4.02 shall be reduced accordingly, as the case may be.
- 7-4.06 The provisions of clauses 7-4.02 and 7-4.05 shall have a retroactive effect, where applicable, for the employees who were laid off according to the relevant provisions of the 1986-1989 collective agreement.

7-5.00 CONTRACTING OUT

7-5.01 Contracting out must not cause layoffs, placements in surplus or demotions involving a decrease in salary, or a reduction of working hours among the regular employees of the school board.

Moreover, in the case where the number of employees placed in surplus in the pertinent classes of employment would allow the termination of a contract of a continuous nature, the school board shall terminate the contract within the legal framework provided for therein in order to and providing that the school board is able to reassign its employees in surplus as a replacement for the subcontractor.

7-5.02 Upon written request from the union, the board shall provide, on an annual basis, a list of on-going subcontracts related to those classes of employment covered by the certificate of accreditation.

CHAPTER 8-0.00      WORKING CONDITIONS

8-1.00            SENIORITY

8-1.01            The school board shall recognize, for every employee in its employ on the date of the coming into force of the agreement, the seniority that it recognized on December 31, 1989 by applying the provisions of article 8-1.00 of the former agreement. As of January 1, 1990, the board shall recognize the seniority acquired during this period in accordance with the provisions of clauses 8-1.02 to 8-1.12 inclusively.

8-1.02            Seniority shall correspond to the period of employment of any regular employee in one of the positions of the classes of employment provided for in the classification plan for the technical, administrative, trades and labour support personnel in the employ of the school board or school boards (institutions) to which this school board is the successor and it shall be expressed in years, months and days.

The seniority of an employee who belongs to a group of employees different from that mentioned above and who is integrated into a position belonging to one of the classes of employment for the support personnel shall correspond to his period of employment in the school board.

However, this seniority may not be used to integrate an employee into one of the classes of employment provided for in the classification plan for the technical, administrative, trades and labour support personnel nor for the purposes of movement of personnel and security of employment.

8-1.03            The regular employee shall retain and shall accumulate his seniority in the following cases:

- a) when he is in active service;
- b) when he is on a leave of absence with pay as provided for in the agreement;
- c) when he is absent from work because of an occupational disease or a work accident;
- d) when he is absent from work because of an accident or illness other than an occupational disease or a work accident for a period not exceeding twenty-four (24) months;

8-1.03

(cont'd)

- e) in the other cases where a provision of the agreement specifically provides;
- f) when he is on a leave of absence without pay for union activities;
- g) when he is temporarily laid off according to the provisions of article 7-2.00;
- h) when he is on a leave of absence according to the provisions of article 5-4.00;
- i) when he is on leave of absence without pay for a period of one (1) month or less.

8-1.04

The regular employee shall retain his seniority, but without accumulating it, in the following cases:

- a) when he is on a leave of absence without pay for more than one (1) month unless there is a specific provision to the contrary in the agreement;
- b) when he is laid off for a period not exceeding twenty-four (24) months;
- c) when he is absent from work because of an illness or an accident other than an occupational disease or an industrial accident for more than twenty-four (24) months.

8-1.05

A regular employee shall lose his seniority in the following circumstances:

- a) when his employment is permanently terminated;
- b) when he is laid off for a duration in excess of that mentioned in the provisions of paragraph b) of clause 8-1.04;
- c) when he refuses or fails to return to work without a valid reason within the seven (7) days which follow a recall to work by registered letter sent to his last known address.

8-1.06 Within sixty (60) days of the date of the coming into force of the agreement, the board shall forward the union the seniority list of employees indicating the name of the employee and his seniority calculated on the date of the coming into force of the agreement.

No later than August 31 of each year, the school board shall update the seniority list. The latter shall be calculated on the preceding June 30 and a copy shall be sent to the union.

8-1.07 The school board shall post this list in its buildings or shall forward a copy to each employee.

8-1.08 Any alleged error on the seniority list may be the subject of a grievance which may be submitted to arbitration in accordance with the provisions of articles 9-1.00 and 9-2.00.

8-1.09 The posted seniority list shall become official forty-five (45) days after the union receives it, subject to the changes resulting from a grievance submitted before this list becomes official. However, a revision can be requested after the list becomes official but may not have any retroactive effect prior to the deposit of the grievance on action taken by virtue of this list.

8-1.10 The procedure provided for in the provisions of clauses 8-1.08 and 8-1.09 shall apply after each updating of the seniority list.

8-1.11 When an employee acquires the status of a regular employee, the school board shall inform him in writing of the seniority he has accumulated on that date and shall send a copy to the union at the same time.

8-1.12 The seniority of a regular employee who holds a part-time position shall be prorated based on his regular working hours and shall accumulate in accordance with this article.

8-2.00 WORKWEEK AND WORKING HOURS

Technical and Administrative Support

8-2.01 The regular workweek shall be comprised of thirty-five (35) hours, divided from Monday to Friday, and followed by two (2) consecutive days off. The duration of the regular workday shall be seven (7) hours.



Trades and Labour Support

- 8-2.02 The regular workweek shall be comprised of thirty-eight hours and forty-five minutes (38,75 hours), divided from Monday to Friday, followed by two (2) consecutive days off. The duration of the regular workday shall be seven hours and forty-five minutes (7,75 hours).
- 8-2.03 Notwithstanding the provisions of clause 8-2.01 or of clause 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 the provisions of clauses 8-2.07 and 8-2.08. It is agreed that any schedule which includes work on Saturday or Sunday shall include two (2) consecutive days off.
- 8-2.04 In the case where the former collective agreement provided for a different number of weekly working hours, the school board and the union may agree to maintain this number of hours or to adopt the number of hours provided for in clause 8-2.01 or 8-2.02, as the case may be, and the work schedule shall be adjusted accordingly. Failing an agreement, the number of working hours in effect shall be maintained, except where the maintenance of the number of working hours in effect results in payment of overtime in which case, and notwithstanding the provisions of clause 8-2.08, the school board can modify the work schedule and the number of working hours in order to avoid paying overtime rates.
- However, the provisions provided for in clause 8-2.01 or 8-2.02, as the case may be, shall apply at the time when the union so requests the board in writing.
- 8-2.05 In the case where the employee benefits from a different number of weekly working hours, the salary scales shall apply in proportion to the regular hours worked in relation to those provided for in clause 8-2.01 or clause 8-2.02, as the case may be.
- 8-2.06 The employee shall be entitled to a fifteen (15) minute rest period with pay, per half-day of work, which is to be taken towards the middle of each half-day of work.
- 8-2.07 The school board shall maintain the work schedules in effect on the date of the coming into force of the agreement.
- 8-2.08 The work schedules may be altered after written agreement between the union and the school board. However, the school board may

8-2.08 (cont'd)

alter the existing schedules if administrative and\* pedagogical needs make such changes necessary. In this case, the school board shall give the union and the employee concerned a written notice of at least thirty (30) working days before implementing the new schedules. Either the employee concerned or the union may, within thirty (30) working days of the sending of the notice, resort to the procedure for settling grievances and for arbitration.

When the roll is prepared, such grievance shall be given priority.

At the time of arbitration, the burden of proof shall rest with the school board. The arbitrator's mandate shall be to decide whether the changes were necessary; if they were not, the school board must return to the former schedules and must pay the employees the overtime rate provided for in article 8-3.00 for all the hours worked outside their regular schedule.

Unless there is a written agreement to the contrary between the union and the school board, no modification may cause an employee to work split shifts.

8-2.09 In the case where the former agreement or a school board regulation or resolution in effect for the 1978-1979 year permitted employees to benefit from a regular workweek involving fewer working hours during the summer, this provision shall be maintained under the same conditions for the duration of the agreement.

8-2.10 Subject to the provisions of clauses 8-2.01, 8-2.02, 8-2.04 and of article 8-3.00, the board and the union may agree to a flexible work schedule for the employees of the same office, department, school or adult education centre.

8-3.00 OVERTIME

8-3.01 Any work specifically required by the immediate superior and performed by a full-time regular employee, in addition to the hours of his regular workweek or regular workday or outside the hours provided by his schedule, shall be considered as overtime.

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\* Read "or" instead of "and" in the case of employees whose work is carried out for the most part outside the schools.

- 8-3.02 Overtime shall be assigned to the employee who has started the work. If the work is not started during the regular work 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 any other employee in a class of employment, the school board shall attempt to distribute it as equitably as possible among the employees in the same office, school, adult education centre or territorial division.
- 8-3.04 An employee may be exempted from working overtime, when such work is required, if the school board finds another employee in the same class of employment who accepts to perform this overtime work without this hindering the proper progress of the work.
- 8-3.05 An employee shall receive, as compensation for overtime, a leave of a duration equal to the value of the overtime rate provided for in clause 8-3.06, provided that there was an agreement between the employee and the board on when the employee will take the time off.
- The employee must take his compensation in time within sixty (60) days after the overtime was performed unless a later date has been agreed to.
- 8-3.06 Failing agreement, according to the preceding provisions, the employee shall be remunerated according to the following terms and conditions:
- a) at the basic hourly rate increased by one half (150%) for all hours worked in addition to the hours of the regular workday or outside the hours provided for in his schedule or during a weekly day off;
  - b) at the basic hourly rate increased by one half (150%) for all hours worked during a legal holiday with pay provided for in the agreement in addition to the maintenance of the salary for this legal holiday with pay;
  - c) at double his hourly rate (200%) for all hours worked on a Sunday or during the second weekly day off.
- 8-3.07 When an employee is recalled from his home to perform emergency work, he shall be paid, subject to the provisions stipulated in clause 8-3.05, a minimum remuneration equivalent to four (4)

8-3.07 (cont'd)

hours at his basic hourly rate or at the overtime rate for the hours actually worked, according to the more advantageous calculation.

8-3.08 Overtime shall be paid by the school board within a maximum time limit of one (1) month after the employee submits the duly signed claim which has been approved by the school board. The school board shall provide the forms.

8-4.00 DISCIPLINARY MEASURES

8-4.01 Every disciplinary measure and the reasons therefor must be set forth in a written notice addressed to the employee concerned. A copy of the notice must be forwarded to the union within three (3) working days of the sending of the disciplinary measure to the employee concerned.

8-4.02 a) Except in the case of a dismissal based on a moral or criminal issue, all dismissals must be preceded by a meeting between the school board, the union and the employee concerned. During this meeting, the school board shall indicate to the union and to the employee 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 must report and indicating the reason for the summons as well as the fact that he must be accompanied by a union representative. A copy of such notice shall also be forwarded to the union within the same time limit.

Following the meeting, the school board may apply its decision within the ten (10) working days that follow and the notice must be sent to the employee with a copy to the union.

The fact that the union, the employee, or both, do not attend the meeting duly summoned shall not prevent the school board from proceeding with the dismissal.

b) Before imposing an indefinite suspension on an employee, the school board must inform the union delegate or representative of its intention to impose such a measure on the employee. To this end, the union delegate or representative may request a meeting between the school board, the employee and the union delegate or representative before the school board imposes such a measure.

8-4.02

b) (cont'd)

If such a meeting is requested, it must take place immediately after the school board has advised the union delegate or representative of its intention to impose such a measure on the employee.

The fact that a union delegate or representative does not request such a meeting, or the fact that a union delegate or representative or the employee does not immediately present himself at the meeting shall not prevent the school board from proceeding with the indefinite suspension.

The imposition of an indefinite suspension by the school board shall not prevent the school board from dismissing the employee at a later date in accordance with the provisions of paragraph a) of this clause.

8-4.03

Subject to the provisions of clause 8-4.02, in the case where the school board decides to summon an employee regarding a disciplinary measure which concerns him, this employee must receive at least a twenty-four (24) hour written notice, specifying the hour and the place where he must report and indicating the reason for the summons as well as the fact that he is entitled to be accompanied by a union representative. A copy of this notice shall also be forwarded to the union within the same time limit.

If the disciplinary measure is handed directly to an employee, it shall not constitute a summons as defined in the preceding provisions.

8-4.04

Any employee may, after making an appointment, consult his official record twice a year, accompanied if he so desires by his union representative.

8-4.05

The employee subject to a disciplinary measure may submit his case to the procedure for settling grievances and for arbitration.

However, the employee who is subject to a dismissal or a suspension may, through the union, submit his grievance directly to arbitration, within thirty (30) working days of the receipt of the notice informing him of his dismissal or suspension, insofar as the meeting provided for in clause 8-4.02 or, as the case may be, clause 8-4.03, has taken place.

8-4.06

A suspension shall not interrupt the seniority of the employee concerned. During this absence, the employee shall maintain his contributions to the various contributory plans provided for in the agreement.

- 8-4.07 In the event of arbitration, the school board must, by regularly entered evidence, establish that the disciplinary measure was imposed for a just and sufficient cause.
- 8-4.08 The school board may invoke an infraction that has been placed in the official record and for which a disciplinary measure has been issued, only within twelve (12) months of such 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 minus one (1) day of each of them.
- Any disciplinary measure that is void shall be withdrawn from the official record.
- 8-4.09 No disciplinary measure rescinded by the school board or declared unjustified by an arbitration tribunal or by an arbitrator may be invoked against an employee.
- 8-4.10 The parties agree to grant priority when preparing arbitration rolls, first to cases of dismissal, and second to cases of suspension.
- 8-4.11 Any disciplinary measure imposed more than thirty (30) days following the incident resulting in such a measure or after the school board's cognizance of such incident shall be null, void and illegal for the purposes of the agreement. However, in the case of modifications to an indefinite suspension, the thirty (30) day limit shall not apply at the time of the modification.
- 8-4.12 In the case of dismissal, if there is an appeal through the grievance procedure, the school 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 also continue to benefit from the health and life insurance plans, provided that the amounts accumulated to his credit cover both his contribution and that of the school board. Failing this, the employee must pay the full premiums in advance.
- 8-4.13 The time limits and the procedure mentioned in this article shall be compulsory unless there is a written agreement to the contrary. Failure to so comply, the disciplinary measure shall be null, void and illegal for the purposes of the agreement.

8-5.00 HEALTH AND SAFETY

8-5.01 The board, with the union's collaboration, shall undertake to maintain working conditions that respect the health, safety and physical well-being of employees and eliminate conditions that would endanger their health, safety or physical well-being.

8-5.02 The board must take, as provided for in the Act and the applicable regulations, the measures necessary to protect the health and ensure the safety and physical well-being of employees and to maintain adequate conditions of health.

8-5.03 The board and the union must, through the Labour Relations Committee or an ad hoc committee, discuss problems concerning health, safety and physical well-being. In the cases where, under the former agreement, a specific committee had been set up, such a committee shall be maintained unless there is an agreement to the contrary between the board and the union. This committee shall establish its own rules and determine the frequency of meetings.

If there is no specific committee, the union may designate an employee to act as a representative on matters of health and safety. The union must inform the board in writing of the name of this representative within fifteen (15) days following his nomination. This representative may be absent from work without loss of salary or reimbursement, after having informed his immediate superior, to attend a meeting of the Labour Relations Committee to discuss health and safety matters.

Should an emergency arise, the committee shall meet as soon as possible.

8-5.04 An employee shall have the right to refuse to carry out a task if he has good reason to believe it would endanger his health, safety or physical well-being or would expose another person to similar risks.

This refusal shall be exercised in accordance with the provisions stipulated in the Act and regulations respecting occupational health and safety applicable to the board.

8-5.05 The board may not layoff or transfer an employee nor may it impose a discriminatory or disciplinary measure on him or any other penalty on the grounds that he exercised the rights conferred on him by this article.

8-5.06 A union representative may be absent from work without loss of salary or reimbursement after having informed the board that he will accompany the inspector of the Commission de la santé et de la sécurité du travail on inspection visits and enquiries made following the exercise of the right of refusal or following a complaint made to the Commission de la santé et de la sécurité du travail.

8-5.07 An employee who feels that his work endangers his health, safety or physical well-being shall so inform his immediate superior.

A union representative may be absent from work without loss of salary or reimbursement if his presence is required to meet the employee and the school board representative to try and solve the problem before a grievance is filed. In such a case, the union representative may, at the union's choice, be one of the members of the committee provided for in clause 8-5.03 or a representative who usually acts in this capacity within the framework of the meetings provided for in clause 9-1.03.

8-5.08 The school board shall provide the union with a copy of all employee accident reports as soon as the accident is brought to its attention, as well as a copy of all directives it issues regarding health and safety to be applied to the employees.

8-5.09 The employee may be accompanied by a union representative to any meeting with the board concerning an employment injury he has suffered; in this case, the union representative may interrupt his work temporarily, without loss of salary or reimbursement, after having obtained the authorization of his immediate superior; such an authorization cannot be refused without a valid reason.

8-6.00 CLOTHING AND UNIFORMS

8-6.01 The school board shall provide its employees, free of charge, with any uniform or special clothing which it requires them to wear.

8-6.02 The uniforms or special clothing supplied by the school board shall remain its property and may only be replaced upon the return of the old uniform or garment, unless prevented from doing so due to circumstances beyond the employee's control. The school board shall decide if a uniform or garment must be replaced.



8-6.03 The upkeep of uniforms and special clothing supplied by the school board shall be the employee's responsibility except for special clothing such as overalls, smocks and other similar items which are used exclusively on the premises and for working purposes.

8-6.04 In the case where the previous collective agreement provided for it, the school board shall continue to supply the apparel and uniforms, as well as any other article it supplied, as per the conditions specified therein.

8-7.00 TECHNOLOGICAL CHANGES

8-7.01 For the purpose of this article, the expression "technological changes" means the changes resulting from the introduction of new equipment and machinery used to produce goods and services and causing the abolition of one or more positions or modifying the duties entrusted to one or more employees or the performance of such duties.

8-7.02 The board shall inform the union of its decision to introduce a technological change at least ninety (90) days before the date foreseen for the implementation of such a change.

8-7.03 The notice mentioned in the preceding clause shall contain the following information:

- a) nature of the change,
- b) school, department or adult education centre concerned,
- c) date foreseen for the implementation,
- d) employee or group of employees concerned.

8-7.04 The board and union agree to meet at meetings of the Labour Relations Committee within twenty (20) days of the sending of the notice mentioned in clause 8-7.02; on this occasion, the board shall consult the union on the effects of the technological changes foreseen on the organization of work and the measures it intends to adopt in order to implement such changes.

The union's refusal to attend the meeting provided for in this clause or failure to communicate its disagreement regarding a technological change shall not prevent the implementation of such a change.

8-7.05           The employee whose duties are modified as a result of the implementation of a technological change shall benefit, if need be, from the appropriate training or professional improvement measures, taking into account his skills.

The costs of the training or professional improvement measures shall be borne by the school board and must not be deducted from the budget provided for in article 5-7.00.

8-7.06           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.

8-7.07           The provisions of this article shall not have the effect of preventing the application of other provisions of the agreement.

CHAPTER 9-0.00 SETTLEMENT OF GRIEVANCES AND ARBITRATION

9-1.00 PROCEDURE FOR SETTLING GRIEVANCES

9-1.01 Any employee who has a problem concerning his working conditions which may give rise to a grievance must discuss it with his immediate superior in order to attempt to solve it, accompanied if he wishes, by his union representative. However, the fact that the employee has not followed this procedure shall not cause him 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 all cases of grievance, the school board and the union shall agree to comply with the following procedure:

a) First Step

The employee shall submit his grievance in writing to the authority designated by the school board or to the school board if there has been no such designation, within the thirty (30) working days of the date of the occurrence of the event that gave rise to the grievance or of his knowledge thereof.

At the written request of the school board or of the union, the representatives of both the union and the school board must meet to study the grievance within ten (10) working days of its receipt.

However, the fact that this procedure has not been followed shall cause neither the employee nor the union to lose any rights.

In order to participate in such a meeting, three (3) union representatives may be released without loss of salary.

The school board shall give its written reply to the union within twenty (20) working days following the receipt of the grievance and shall forward a copy to the employee.

b) Second Step

The union may submit the grievance to arbitration within a time limit of fifty (50) working days as of the date on which it was submitted to the board in the first step, which time limit shall include the date on which the grievance was submitted.

The period from July 1 to 31 shall not be taken into account when calculating the time limits provided for in this clause.

9-1.04 The union may file 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 provided for in clause 9-1.03.

9-1.05 The time limits referred to in this article shall be compulsory. However, the school board and the union may agree, in writing, to extend these time limits.

Failure to comply with the time limits provided for 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 acknowledgement by the union of the school board's allegations and may not be invoked as a precedent.

9-1.06 The statement of the grievance shall contain a summary account of the facts so as to be able to identify the problem raised.

No grievance shall be rejected because of faulty drafting. The grievance may be amended provided that the amendment does not alter the nature of the grievance. If such an amendment is submitted within the five (5) working days preceding the hearing date, the school board shall obtain, upon request, a postponement.

9-1.07 An employee must in no way be penalized, harassed or disturbed due to his involvement in a grievance.

9-2.00 ARBITRATION

9-2.01 The union that wishes to submit a grievance to arbitration must, within the time limit provided for in paragraph b) 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 it must be sent by registered mail.

A copy of this notice must be sent to the school board within the time limit provided for in paragraph b) of clause 9-1.03. If there is a suspension of postal services, the aforementioned notices shall be sent by telegram, and, at the end of this suspension, the union shall forward the aforementioned documents as quickly as possible.

9-2.02 All grievances submitted to arbitration shall be decided upon by an arbitrator. This tribunal shall be composed of an arbitrator chosen from among the following:

- MÉNARD, Jean-Guy, chief aribitrator
- BLOUIN, Rodrigue
- BOISVERT, Marc
- COTÉ, André C.
- FERLAND, Gilles
- FORTIER, François G.
- FRUMKIN, Harvey
- LAFLAMME, Gilles
- LAROUCHE, Angers
- MOALLI, Émile
- MORIN, Fernand
- SABOURIN, Diane
- SYLVESTRE, André
- TOUSIGNANT, Lise

or any other person appointed by the union, the CPNCP and the Ministère.

However, the arbitrator shall proceed with the arbitration assisted by assessors if, when the grievance is entered on the monthly arbitration roll, there is an agreement to this effect among the union representatives, the CPNCP and the Ministère.

9-2.03 Subject to the provisions of clause 9-2.02, in the event of an arbitration with assessors, an assessor shall be appointed by the union and another appointed jointly by the CPNCP and the Ministère to assist the arbitrator and to represent each party during the hearing of the grievance and the deliberation.

The assessor thus appointed shall be deemed competent to sit, whatever his past or present activities, his interests in the litigation or his functions in the union, the board or elsewhere.

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\* Address of Provincial Records Office:

Records Office of Arbitration Tribunals  
Education Sector  
Palais de Justice  
300 boul. Jean Lesage  
5th Floor, Room 512  
Québec, Québec  
G1K 8K6

9-2.04 Upon his appointment, the chief arbitrator, before acting, shall take an oath or shall pledge on his honour, before a Superior Court judge, to perform his duties according to the law and to the provisions of 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 with the provisions of the agreement.

9-2.05 Following the recording of the notice of arbitration mentioned in clause 9-2.01, and without delay, the records office shall acknowledge receipt to the union and the board. A copy of this acknowledgement, of the grievance and of the notice of arbitration shall be sent, without delay, to the national negotiating parties, the QAPSB and the Ministère.

9-2.06 The chief arbitrator or, in his absence, the chief records clerk, under the authority of the chief arbitrator, shall:

- a) prepare the monthly arbitration roll;
- b) appoint an arbitrator from the list mentioned in clause 9-2.02;
- c) set the time, date and place of the first arbitration session, taking into account the location from where the grievance is filed.

The records office shall notify the assessors, the parties concerned, the national negotiating parties, the QAPSB and the Ministère.

9-2.07 For the purpose of applying the provisions of clause 9-2.03, the national negotiating union group and the CPNCP shall communicate to the records office the name of an assessor of their choice for each arbitration appearing on the arbitration roll within fifteen (15) days of the entering of the case on the arbitration roll.

9-2.08 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, if need be, the parties concerned, the national negotiating parties, the QAPSB and the Ministère. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors, if need be.

- 9-2.09 A vacancy on the list of arbitrators shall be filled according to the procedure established for the original appointment.
- 9-2.10 If one of the national negotiating parties fails to designate an assessor within the prescribed time, the arbitrator may proceed in the absence of that party's assessor.
- If an assessor is unable to act, the party which designated him shall appoint a replacement. If such a vacancy is not filled before the hearing, the arbitrator may proceed or continue in his absence.
- 9-2.11 The arbitrator shall proceed with all dispatch with the preliminary investigation of the grievance according to the procedure and evidence he deems appropriate.
- 9-2.12 At any time, before the end of the hearings, the national negotiating parties, the QAPSB and the Ministère may individually or collectively intervene and may make any representation to the arbitrator that they deem appropriate or relevant.
- 9-2.13 The arbitration sessions shall be public. The arbitrator may, however, order the sessions to be held in camera.
- 9-2.14 The arbitrator may deliberate in the absence of an assessor who does not attend after having been duly convened.
- 9-2.15 The arbitrator must render his decision within the sixty (60) days that follow the date on which the grievance is taken under deliberation.

However, the decision shall not be null for the sole reason that it was rendered after the expiry of the said time limit.

Failure to render the decision within the time allotted may, at the request of the QAPSB, the Ministère or the national negotiating parties, be reason to remove the name of the arbitrator from the list of arbitrators, prepared in accordance with the provisions of clause 9-2.02, unless there is a written agreement between the national negotiating union group and the CPNCP to extend the time limit.

- 9-2.16
- a) The decision shall state the reasons therefor.
  - b) The assessors may draft notes which are attached to the decision.
  - c) The arbitrator shall file the original signed copy of the decision at the records office.
  - d) The records office, under the responsibility of the arbitrator concerned, shall forward a copy of the said decision and notes, if any, to the parties involved, the national negotiating union party, the QAPSB, the Ministère, and shall file two (2) certified copies at the office of the labour commissioner-general.
- 9-2.17
- At any time before his final decision, an arbitrator may render any provisional or interlocutory decision which he deems just and useful.
- The decision shall be final, executory and shall bind the parties.
- 9-2.18
- An arbitrator may not, by his decision on the adjudication of a grievance, subtract from, add to or modify the clauses of this agreement.
- 9-2.19
- The arbitrator eventually called upon to decide whether a grievance is well-founded with regard to a disciplinary measure shall have the authority to uphold it, to alter it or to annul it. All compensation must take into account the amounts earned by the said employee during the period in which he should not have been suspended or dismissed.
- 9-2.20
- The chief arbitrator shall choose the chief records clerk.
- 9-2.21
- The fees and the expenses of the chief arbitrator, the arbitrators, the expenses of the records clerk and the salaries of the records office personnel shall be the responsibility of the Ministère.
- The arbitration hearings and deliberations shall be held on premises provided free of rental cost.
- 9-2.22
- If a party requires the services of an official stenographer, the fees and expenses shall be the responsibility of the party that requested the services. A copy of the transcript of the official stenographic notes shall be forwarded by the stenographer to the party requesting them, at the expense of the latter.



- 9-2.23 The arbitrator shall transmit or otherwise serve any order or document issued by him or by the parties concerned.
- 9-2.24 When an amount of money is allocated to an employee by the arbitrator, the payment of interest at the rate provided for in the Labour Code may be ordered by the arbitrator as of the date on which this amount is due.
- 9-3.00 GRIEVANCE AND ARBITRATION DEALING ONLY WITH MATTERS WHICH COULD BE THE SUBJECT OF A LOCAL ARRANGEMENT
- 9-3.01 Notwithstanding the provisions provided for in articles 9-1.00 and 9-2.00, the board and union may agree on different terms and conditions for the grievances and arbitrations dealing with one or more matters which were the subject of a local arrangement.
- Every such agreement cannot have the effect of allowing an arbitrator to decide on matters other than those prescribed.
- 9-4.00 DISAGREEMENT
- 9-4.01 All disagreements, as defined in clause 1-2.14, which may arise during the life of the agreement, shall be referred to the Labour Relations Committee.

CHAPTER 10-0.00

SPECIAL PROVISIONS CONCERNING CERTAIN EMPLOYEES

10-1.00 FOR THE EMPLOYEE WORKING EXCLUSIVELY WITHIN THE FRAMEWORK OF SESSIONS OF ADULT EDUCATION COURSES

10-1.01 Only the following provisions shall apply within the framework of sessions of adult education courses under the jurisdiction of the school board:

- a) to the employee working in addition to or outside of his regular working hours;
- b) to the person who, although not a regular employee of the school board, is hired by the school board to work exclusively therein.

10-1.02 a) This employee shall be remunerated for each hour worked at an hourly rate corresponding to the average rate (arithmetic mean) of the salary scale corresponding to the class of employment attributed to him. If the salary scale only provides a single rate, such employee shall be remunerated at this rate.

The salary rate that is applicable to him shall be increased by eleven per cent (11%) in lieu of all fringe benefits, namely, paid legal holidays, income benefits and sick-leave days. As regards vacation, this employee shall benefit, for each day worked as of the date of the coming into force of the agreement, from an amount equal to eight per cent (8%) of the salary received. If the employee already benefits from the provisions of article 5-6.00 of the agreement, the rate of eleven per cent (11%) shall be increased to fifteen per cent (15%).

b) However, the employee who is called to carry out, within the framework of sessions of adult education courses, work corresponding to his class of employment shall receive, for each hour worked, his basic hourly rate, the said rate increased by fifteen per cent (15%) in lieu of all fringe benefits and, in particular, of the vacation benefits if this rate is higher than that provided for in the provisions of the preceding paragraph a).

c) Notwithstanding the provisions contained in the preceding paragraphs, if an employee receives a remuneration higher than that provided for above by virtue of an agreement concluded between the union and the school board, his remuneration shall be that paid on the date of the coming into force of the agreement for as long as such remuneration remains higher.

10-1.02 (cont'd)

d) Moreover, the employee referred to in paragraph b) of clause 10-1.01 shall benefit from the provisions of the following:

- 1-1.00 Objective of the Agreement
- 1-2.00 Relevant Definitions
- 1-3.00 Respect for Human Rights and Freedoms
- 1-4.00 Sexual Harassment
- 2-2.00 Recognition
- 3-1.00 Posting
- 3-2.00 Union Meetings and Use of School Board Premises for Union Activities
- 3-3.00 Documentation
- 3-4.00 Union Security
- 3-7.00 Union Dues
- 4-1.00 Labour Relations Committee
- 5-4.00 Parental Rights: according to the terms and conditions provided for in Appendix VIII, provided that the employee was hired for a predetermined period of more than six (6) consecutive months
- 5-8.00 Civil Responsibility
- 5-9.00 Work Accidents and Occupational Diseases: the provisions of paragraph b) of clause 5-9.21 only
- 6-3.00 Salary
- 6-4.00 Travel Expenses
- 6-7.00 Payment of Salary
- 7-1.03h) Procedure for Filling a Position which is Permanently Vacant or Newly Created
- 8-5.00 Health and Safety
- 8-6.00 Clothing and Uniforms
- 8-7.00 Technological Changes
- 11-3.00 Local Arrangements Dealing with Benefits Provided for in this Paragraph
- 11-4.00 Interpretation of Texts
- 11-5.00 Coming into Force of the Agreement
- 11-7.00 Appendices and Letters of Agreement Dealing with Benefits Provided for in this Paragraph
- 11-8.00 Printing of the Agreement

10-1.03

When the school board organizes course sessions within the framework of adult education, it shall proceed, at least five (5) working days before each session, with a posting indicating the class of employment and inviting employees interested in working with respect to such courses to apply to the authority designated by the school board and according to the method prescribed. The school board shall prepare a list of applicants and forward a copy thereof to the union.

10-1.04 Priority shall be granted to the employees covered by the agreement who meet the requirements of the position.

If the number of employees who have applied is greater than the need, priority shall be granted as follows:

- a) first, to the employee of the building who performs, during his regular workday, work similar to that required within the framework of sessions of adult education courses;
- b) according to seniority, from among the employees who perform, during the regular workday, work similar to that required within the framework of sessions of adult education courses;
- c) according to seniority, from among the employees whose regular class of employment is similar to that required within the framework of sessions of adult education courses;
- d) according to seniority, from among the other employees meeting the requirements of the position.

If the board fails to fill the position according to the preceding provisions, it shall recall the persons referred to in paragraph b) of clause 10-1.01. The recall shall be made by place of work, class of employment and according to the duration of employment.

Failing which, the board may hire any other outside candidate of its choice.

10-1.05 The employee shall maintain his right of recall for a period of eighteen (18) months following his layoff.

10-1.06 For the purposes of applying the provisions of clause 10-1.04, the duration of employment corresponds to the period of employment of an employee as of the beginning of his employment within the framework of sessions of adult education courses; however, the period of employment prior to July 1, 1986 cannot be taken into account.

10-1.07 This article shall not apply to the employee of the school board who is working for the adult education service and who is required by the latter to continue, in addition to or outside of his regular working hours, to perform work started during his regular period of work.

10-1.08 The claim duly signed by the employee resulting from the application of the provisions of clause 10-1.02 shall be paid within a maximum time limit of one (1) month after it is submitted. The board shall provide the forms.

10-1.09 The employee or person referred to in this article shall be entitled to the procedure for settling grievances and arbitration provided for in the agreement as regards the rights recognized in the agreement.

10-1.10 When an employee looks after, in addition to or outside of his regular working hours, the preparation, cleaning or supervision of rooms and halls during sessions of adult education courses, the provisions of the article "Loan and Rental of Rooms or Halls" shall apply. Consequently, the employee shall be entitled to the overtime rate, where applicable.

10-2.00 FOR THE CAFETERIA EMPLOYEE AND STUDENT SUPERVISOR WORKING TEN (10) HOURS OR LESS PER WEEK

10-2.01 Only the following provisions shall apply to the cafeteria employee and student supervisor working ten (10) hours or less per week.

10-2.02 a) The employees referred to in the preceding clause shall benefit from the provisions of the following:

- 1-1.00 Objective of the Agreement
- 1-2.00 Relevant Definitions
- 1-3.00 Respect for Human Rights and Freedoms
- 1-4.00 Sexual Harassment
- 2-2.00 Recognition
- 3-1.00 Posting
- 3-2.00 Union Meetings and Use of School Board Premises for Union Activities
- 3-3.00 Documentation
- 3-4.00 Union Security
- 3-7.00 Union Dues
- 4-1.00 Labour Relations Committee
- 5-4.00 Parental Rights: according to the terms and conditions provided for in Appendix VIII
- 5-8.00 Civil Responsibility
- 5-9.00 Work Accidents and Occupational Diseases: the provisions of paragraph c) of clause 5-9.21 only

10-2.02

(cont'd)

- 6-1.00 Classification Rules
- 6-2.00 Determination of Step
- 6-3.00 Salary
- 6-4.00 Travel Expenses
- 6-7.00 Payment of Salary
- 7-1.03 h) Procedure for Filling a Position which is  
Definitely Vacant or Newly Created
- 8-5.00 Health and Safety
- 8-6.00 Clothing and Uniforms
- 8-7.00 Technological Changes
- 11-3.00 Local Arrangements Dealing with Benefits Provided  
for in this Paragraph
- 11-4.00 Interpretation of Texts
- 11-5.00 Coming into Force of the Agreement
- 11-7.00 Appendices and Letters of Agreement Dealing with  
Benefits Provided for in this Paragraph
- 11-8.00 Printing of the Agreement

- b) The salary rate applicable to these employees shall be increased by eleven per cent (11%) in lieu of all fringe benefits, namely, paid legal holidays, income benefits and sick- leave days.

As regards vacation, these employees shall be entitled to an amount equal to eight per cent (8%) of the salary received during the previous year.

10-2.03

In the case of a layoff, the board shall proceed by place of work, class of employment and according to the inverse order of the duration of employment.

In the case of a recall, the board shall proceed first by place of work, class of employment and according to the duration of employment of the employees who have been laid off for less than eighteen (18) months and, secondly, by class of employment and according to the duration of employment according to a list maintained at the board level on which the board registers the employees who have been laid off for less than eighteen (18) months and who have requested in writing to be registered on the list.

The board and the union may agree on other terms and conditions concerning the movement of these employees.

For the purpose of applying the provisions of the first and second paragraph of this clause, the duration of employment corresponds to an employee's period of employment as of the beginning of his employment.

10-2.04 In the case of the layoff referred to in clause 10-2.03, if more than one employee has an identical duration of employment, the board shall proceed to lay off employees by starting with the employee who has the least weekly working hours. This provision shall not oblige the board to assign the employees who hold a position the same number of weekly working hours as they had previously.

The same rule shall apply to a recall. However, in this case, the board shall first recall the employee who has the most weekly working hours. This provision shall not oblige the board to assign an employee who has been laid off the same number of weekly working hours as he had previously.

10-2.05 The employee shall also be entitled to the procedure for settling grievances and arbitration as regards the rights recognized under this article. This employee shall also be entitled to the procedure for settling grievances and arbitration provided for in Chapter 9-0.00 if he was dismissed for a good reason and if he has completed the equivalent of sixty (60) days actually worked of if he was in the employ of the board for a period of nine (9) consecutive months, that is the lesser of these two periods.

10-2.06 The employee whose regular workweek is ten (10) hours or less and who, on the date of the coming into force of the agreement, was not concerned in the exception provided for in the second paragraph of clause 1-2.15 of the 1975-1979 collective agreement shall maintain the status he holds by virtue of this agreement insofar as there has not been a break in his employment ties.

10-3.00 FOR THE EMPLOYEE WORKING IN A DAY CARE SERVICE UNDER THE AEGIS OF A SCHOOL BOARD

10-3.01 Only the following provisions shall apply to the employee working in a day care service under the aegis of a school board.

10-3.02 a) The employee referred to in the preceding clause shall benefit from the provisions of the following:

- 1-1.00 Objective of the Agreement
- 1-2.00 Relevant Definitions
- 1-3.00 Respect for Human Rights and Freedoms
- 1-4.00 Sexual Harassment
- 2-2.00 Recognition

10-3.02

a) (cont'd)

- 3-1.00 Posting
- 3-2.00 Union Meetings and Use of School Board Premises for Union Activities
- 3-3.00 Documentation
- 3-4.00 Union Security
- 3-5.00 Union Representation
- 3-6.00 Leaves of Absence for Union Activities (with the exception of long-term leaves as well as participation in national committees)
- 3-7.00 Union Dues
- 4-1.00 Labour Relations Committee
- 5-4.00 Parental Rights: according to the terms and conditions of Appendix VIII
- 5-5.00 Participation in Public Affairs (with the exception of the provisions of clause 5-5.05)
- 5-7.00 Training and Professional Improvement if required by the board (with the exception of the provisions of clause 5-7.10)
- 5-8.00 Civil Responsibility
- 5-9.00 Work Accidents and Occupational Diseases: the provisions of paragraph c) of clause 5-9.21 only
- 5-10.00 Leave of Absence without Pay (with the exception of the provisions of clause 5-10.10)
- 6-1.00 Classification Rules
- 6-2.00 Determination of Step
- 6-3.00 Salary
- 6-4.00 Travel Expenses
- 6-6.00 Loan and Rental of Rooms or Halls
- 6-7.00 Payment of Salary
- 7-1.03 h) Procedure for Filling a Position which is Definitely Vacant or Newly Created
- 8-5.00 Health and Safety
- 8-6.00 Clothing and Uniforms
- 8-7.00 Technological Changes
- 11-1.00 Contributions to a Savings Institution or Credit Union
- 11-2.00 Contributions to the "Fonds de solidarité des travailleurs du Québec"
- 11-3.00 Local Arrangements Dealing with Benefits Provided for in this Paragraph
- 11-4.00 Interpretation of Texts
- 11-5.00 Coming into Force of the Agreement
- 11-7.00 Appendices and Letters of Agreement Dealing with Benefits Provided for in this Paragraph
- 11-8.00 Printing of the Agreement



10-3.02 (cont'd)

- b) The salary rate applicable to this employee shall be increased by eleven per cent (11%) in lieu of all fringe benefits, namely, paid legal holidays, income benefits and sick-leave days.

As regards vacation, this employee shall also benefit from an amount equal to eight per cent (8%) of the salary received during the previous year.

10-3.03 If the board decides to fill a position of person-in-charge of a day care service under the aegis of a school board, it shall proceed according to the following order:

- a) It shall choose from among the employees in the day care service concerned who have requested in writing to be considered for the position, according to the duration of employment.
- b) Failing this, it shall choose from among the employees in other day care services in the board and from among the employees laid off for less than eighteen (18) months who are registered on the list provided for in clause 10-3.06 and who have requested in writing to be considered for the position, according to the duration of employment.
- c) Failing this, the board may hire any other person.

The board and the union may agree to different procedures from those provided for in this clause.

10-3.04 For the purpose of applying the provisions of clause 10-3.03, the employee must have the required qualifications and meet the other requirements determined by the board.

10-3.05 The employee who obtains, by application of the provisions of paragraph a) or b) of clause 10-3.03, a position of person-in-charge of a day care service under the aegis of a school board, and for whom this constitutes a promotion, shall undergo an adaptation period for three (3) months. If, during the course of this period, the board determines that this employee has not performed his duties adequately, it shall inform the union and return the employee to his former position or lay off the employee, as the case may be.

The employee referred to in paragraph a) or b) of clause 10-3.03 and for whom this movement constitutes a promotion may decide to return to his former position or be laid off, as the case may be, within thirty (30) days following his appointment to the position of person-in-charge of a day care service under the aegis of a school board.

The application of the preceding paragraphs shall result in the cancellation of any movement of personnel resulting from the promotion.

10-3.06 In the case of a layoff, the board shall proceed by place of work, class of employment and according to the inverse order of the duration of employment.

In the case of a recall, the board shall proceed first by place of work, class of employment and according to the duration of employment of the employees who have been laid off for less than eighteen (18) months and, secondly, by class of employment and according to the duration of employment according to a list maintained at the board level on which the board registers the employees who have been laid off for less than eighteen (18) months and who have requested in writing to be registered on the list.

The board and the union may agree on other terms and conditions concerning the movement of these employees.

10-3.07 For the purpose of applying the provisions of clauses 10-3.03 and 10-3.06, the duration of employment corresponds to an employee's period of employment as of the beginning of his employment.

10-3.08 In the case of the layoff of the employees referred to in clause 10-3.06, if more than one employee has an identical duration of employment, the board shall proceed to lay off employees by starting with the employee who has the least weekly working hours. This provision shall not oblige the board to assign the employees who hold a position the same number of weekly working hours as they had previously.

The same rule shall apply to a recall. However, in this case, the board shall first recall the employee who has the most weekly working hours. This provision shall not oblige the board to assign an employee who has been laid off the same number of weekly working hours as he had previously.

10-3.09 The employee shall also be entitled to the procedure for settling grievances and arbitration as regards the application of the rights recognized under this article. This employee shall also be entitled to the procedure for settling grievances and arbitration provided for in Chapter 9-0.00 if he was dismissed for a good reason and if he has completed the equivalent of sixty (60) days actually worked or if he was in the employ of the board for a period of nine (9) consecutive months, that is the lesser of these two periods.

10-4.00 FOR THE EMPLOYEE WORKING WITH HANDICAPPED STUDENTS INTEGRATED PARTIALLY OR TOTALLY IN REGULAR CLASSES

10-4.01 Only the following provisions shall apply to the employee working with handicapped students integrated partially or totally in regular classes.

Notwithstanding the provisions of the preceding paragraph, this article shall not apply to employees working at the board on the date of the coming into force of the agreement and who had the status of regular employee by virtue of the 1986-1989 collective agreement.

10-4.02 The employees referred to in the preceding clause shall benefit from the provisions of the following:

- 1-1.00 Objective of the Agreement
- 1-2.00 Relevant Definitions
- 1-3.00 Respect for Human Rights and Freedoms
- 1-4.00 Sexual Harassment
- 2-2.00 Recognition
- 3-1.00 Posting
- 3-2.00 Union Meetings and Use of School Board Premises for Union Activities
- 3-3.00 Documentation
- 3-4.00 Union Security
- 3-5.00 Union Representation
- 3-6.00 Leaves of Absence for Union Activities (insofar as, within the framework of the application of the provisions of clause 3-6.09, the employee, upon his return, is reinstated in the position he formerly occupied, if the position still exists)
- 3-7.00 Union Dues
- 4-1.00 Labour Relations Committee
- 4-2.00 Committees Provided for under the Education Act
- 5-1.00 Special Leaves
- 5-2.00 Paid Legal Holidays
- 5-3.00 Life, Health and Salary Insurance Plans
- 5-4.00 Parental Rights (with the exception of the leave of absence without salary or part-time leave of absence without salary to extend a maternity leave, a paternity leave or a leave for adoption provided for in paragraph a) of clause 5-4.30)
- 5-5.00 Participation in Public Affairs (with the exception of the provisions of clause 5-5.05)
- 5-6.00 Vacation
- 5-7.00 Training and Professional Improvement
- 5-8.00 Civil Responsibility

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- 10-4.02 (cont'd)
- 5-9.00 Work Accidents and Occupational Diseases (However, the employee, upon his return, shall be reinstated in the position which he occupied before his departure, if it still exists.)
  - 5-10.00 Leave of Absence without Pay (With the exception of the provisions of clauses 5-10.04 and 5-10.10 and insofar as, under the application of the provisions of clause 5-10.07, the employee, upon his return, shall be reinstated in the position which he occupied before his departure, if it still exists.)
  - 6-1.00 Classification Rules
  - 6-2.00 Determination of Step
  - 6-3.00 Salary
  - 6-4.00 Travel Expenses
  - 6-5.00 Premiums
  - 6-7.00 Payment of Salary
  - 7-1.03 h) Procedure for Filling a Position which is Definitely Vacant or Newly Created
  - 8-2.00 Workweek and Working Hours
  - 8-3.00 Overtime
  - 8-4.00 Disciplinary Measures
  - 8-5.00 Health and Safety
  - 8-6.00 Clothing and Uniforms
  - 8-7.00 Technological Changes
  - 11-1.00 Contributions to a Savings Institution or Credit Union
  - 11-2.00 Contributions to the "Fonds de solidarité des travailleurs du Québec"
  - 11-3.00 Local Arrangements Dealing with Benefits Provided for in this Paragraph
  - 11-4.00 Interpretation of Texts
  - 11-5.00 Coming into Force of the Agreement
  - 11-6.00 Reprisals and Discrimination
  - 11-7.00 Appendices and Letters of Agreement Dealing with Benefits Provided for in this Paragraph
  - 11-8.00 Printing of the Agreement
- 10-4.03 Unless there are specific stipulations to the contrary, this article may not have the effect of granting the employee a benefit, monetary or non-monetary, to which he would not have been entitled if he had remained at work.
- 10-4.04 The employee hired within the framework of this article shall undergo a probation period of sixty (60) days actually worked, during which time the board may terminate his employment.
- 10-4.05 For the purpose of applying this article, the duration of employment corresponds to an employee's period of employment as of the beginning of his employment within the framework of this article; however, this period of employment may not have any retroactive effect prior to the date of the coming into force of the agreement.

- 10-4.06 During the school year, the employee may be temporarily laid off during the absence from school of the student (or students) with whom he is working. The employee concerned shall be reinstated in his position when the student (or students) return(s) to school. The employee may also be definitely laid off when his services are not required.
- 10-4.07 Notwithstanding the provisions of clause 10-4.06, the employee shall benefit from ten (10) working days per fiscal year during which the board shall assign him to duties during the absence from school of the student (or students) with whom he is working. These assigned days shall be deducted in full half-days or full days from the ten (10) working days thus granted.
- When the employee has used up the number of days granted by virtue of the preceding paragraph, the board shall proceed to lay off the employee or assign him to other duties at the board during the absence from school of the student (or students) with whom he is working.
- 10-4.08 In the case of a recall, the board shall proceed by place of work, class of employment and according to the duration of employment of the employees who have been laid off for less than eighteen (18) months according to a list maintained at the board level on which the board registers the employees who have been laid off for less than eighteen (18) months and who have requested in writing that their name be registered on the list and who have the required qualifications and meet the other requirements determined by the board. The board and the union may agree on other terms and conditions regarding the recall by place of work.
- 10-4.09 Notwithstanding the provisions of clause 10-4.02, the board may, following a revision of the employee's performance, change his number of daily or weekly working hours. For the purpose of applying this clause, the employee shall be notified at least ten (10) working days in advance.
- 10-4.10 The employee referred to in this article shall be entitled to the procedure for settling grievances and arbitration provided for in the agreement as regards the rights recognized under this article.
- 10-4.11 The provisions of this article shall come into effect on July 1, 1990, unless the board and the union agree otherwise.

CHAPTER 11-0.00

MISCELLANEOUS PROVISIONS

11-1.00 CONTRIBUTIONS TO A SAVINGS INSTITUTION OR CREDIT UNION

11-1.01 The union shall notify the school board of its choice of a single savings institution or credit union for its members. It shall forward the school board a standard form authorizing deduction.

11-1.02 The school board shall collaborate in facilitating the actual realization of this initiative.

11-1.03 Thirty (30) days after this savings institution or credit union has forwarded the authorizations for deductions to the school board, the latter shall deduct, from each salary payment of the employee who has signed such an authorization, the amount that he has indicated as a deduction for deposit with the said savings institution or credit union.

11-1.04 Thirty (30) days after a written notice to this effect by the employee, the school board shall cease to deduct the employee's contribution to the savings institution or credit union.

11-1.05 The amounts thus deducted at source shall be forwarded to the savings institution or credit union concerned within eight (8) days of their deduction.

11-1.06 The list of changes to be made in deductions shall be accepted only between October 1 and 31 and between February 1 and 28 of each year.

11-2.00 CONTRIBUTIONS TO THE "FONDS DE SOLIDARITÉ DES TRAVAILLEURS DU QUÉBEC"

11-2.01 The union shall notify the board of its intention to encourage employees to contribute to the "Fonds de solidarité des travailleurs du Québec". It shall forward a standard membership form to the board.

11-2.02 The board shall collaborate in facilitating the actual realization of this initiative by placing forms at the disposal of employees.

11-2.03 Thirty (30) days after the union has forwarded the authorization for deductions to the school board, the latter shall deduct, from each salary payment of the employee who has signed such an authorization, the amount that he has indicated as a deduction for deposit in the fund.

11-2.04 The employee who wishes to stop his contributions shall forward a written notice to the organization handling the fund and a copy must be forwarded to the board. Within thirty (30) days of the board's receipt of such a notice, it shall cease to deduct the employee's contributions to the fund.

11-2.05 The notices of changes to be made in deductions shall be forwarded to the school board only between October 1 and 31 and between February 1 and 28 of each year. The board and the union may agree on other periods.

11-2.06 The amount thus deducted shall be forwarded on a monthly basis to the fund. The board shall indicate the name, reference number and social insurance number of each employee contributing to the fund.

11-2.07 The board shall not be liable for any act or omission on its part that occurs in the deductions of amounts from the employee's salary under the provisions of this article.

As soon as the board is informed of any act or omission it shall attempt to rectify the situation.

11-3.00 LOCAL ARRANGEMENTS

11-3.01 The articles or clauses specifically identified as such in this article may be the subject of a local arrangement according to the following provisions.

11-3.02 No local arrangement may directly or indirectly modify a provision of the agreement which cannot be the subject of a local arrangement.

11-3.03 As long as the school board and the union have not replaced them by new provisions established according to these stipulations, each corresponding former provision shall continue to apply.

11-3.04 The following articles may be the subject of a local arrangement:

- 3-1.00 Posting
- 3-2.00 Union Meetings and Use of School Board Premises for Union Activities
- 3-3.00 Documentation
- 3-4.00 Union Security
- 3-5.00 Union Representation
- 3-7.00 Union Dues

11-3.04 (cont'd)

- 4-1.00 Labour Relations Committee
- 5-8.00 Civil Responsibility
- 5-10.00 Leave Without Salary
- 6-4.00 Travel Expenses
- 6-6.00 Loan and Rental of Rooms or Halls
- 6-7.00 Payment of Salary
- 7-5.00 Contracting Out
- 8-5.00 Health and Safety
- 8-6.00 Clothing and Uniforms
- 9-3.00 Grievance and Arbitration Dealing Only with Matters which Could Be the Subject of a Local Arrangement
- 11-1.00 Contributions to a Savings Institution or Credit Union
- 11-2.00 Contributions to the "Fonds de solidarité des travailleurs du Québec"

11-3.05 In the case of the following articles, only the clauses specifically identified may be the subject of a local arrangement:

- 5-1.00 Special Leaves: the provisions of paragraph g) of clause 5-1.01 concerning any other reason which obliges an employee to be absent from work;
- 5-2.00 Paid Legal Holidays: the provisions of clause 5-2.02 concerning the distribution of days before July 1 of each year;
- 5-6.00 Vacation: the provisions of clauses 5-6.02 to 5-6.07 inclusively;
- 5-7.00 Training and Professional Improvement: the provisions of clauses 5-7.01 to 5-7.09 inclusively as regards professional improvement activities;
- 7-1.00 Movement of Personnel: the time limits provided for in the provisions of paragraph c) of clause 7-1.03 and the provisions of clauses 7-1.05 and 7-1.06;
- 7-3.00 Security of Employment: the provisions of paragraph B) of clause 7-3.10.
- 8-2.00 Work Schedule: the provisions of clauses 8-2.07 to 8-2.09 inclusively;
- 8-3.00 Overtime: the provisions of clauses 8-3.02, 8-3.03, 8-3.04 and 8-3.08;
- 8-4.00 Disciplinary Measures: the provisions of clauses of article 8-4.00, excluding clause 8-4.06;
- 8-7.00 Technological Changes: the provisions of the clauses of article 8-7.00, excluding clauses 8-7.01 and 8-7.07.



- 11-3.06 To be considered valid, an agreement must meet the following requirements:
- a) it must be concluded within a time limit of one hundred and twenty (120) days of the date of the coming into force of the agreement; the parties may agree to extend this time limit;
  - b) it must be in writing;
  - c) the school board and the union must sign it through their authorized representatives;
  - d) any article thus modified must appear in the agreement;
  - e) it must be filed in accordance with the provisions of section 72 of the Labour Code;
  - f) the effective date of the application of the agreement must be stipulated therein and may in no case be prior to the coming into force of the agreement and, unless otherwise indicated, shall be valid for the life of the agreement.
- 11-3.07 No provision of this article may give rise to the right to strike or to lockout nor may it lead to a dispute as defined in the Labour Code.
- 11-3.08 Any local arrangement may be cancelled or replaced by a written agreement between the school board and the union and it must fulfill the requirements of the provisions of paragraphs b), c), d), e), and f) of clause 11-3.06.
- 11-3.09 At the union's request, the school board shall release, without loss of salary or reimbursement, a maximum of three (3) employees designated by the union in order to participate in the joint meetings required to discuss the provisions arising from this article. The employee must notify his immediate superior.
- 11-3.10 The board or union may give an eight (8) day written notice of its intention to meet the other party for the purposes of discussing the replacement of one or more provisions of the agreement which could be the subject of local arrangements within the prescribed time limits, if any.
- 11-3.11 Moreover, any provision of the agreement which expressly so stipulates may be the subject of a local arrangement, under the conditions provided for in this article.
- 11-4.00 INTERPRETATION OF TEXTS
- 11-4.01 The French text shall constitute the official text of the agreement.

11-5.00 COMING INTO FORCE OF THE AGREEMENT

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11-5.01 The agreement shall come into force on January 1, 1990, shall not have any retroactive effect unless there are specific provisions to the contrary, and shall expire on June 30, 1993.

11-5.02 Unless there are specific stipulations to the contrary, the agreement shall replace every former agreement concluded between the school board and the union.

11-5.03 However, the working conditions provided for in the agreement shall continue to apply until the signing of a new agreement.

11-6.00 REPRISALS AND DISCRIMINATION

11-6.01 No school board or union representative shall be subjected to any sort of reprisal or discrimination during or following the carrying out of his duties.

11-7.00 APPENDICES AND LETTERS OF AGREEMENT

11-7.01 The appendices and letters of agreement shall be an integral part of the agreement.

11-8.00 PRINTING OF THE AGREEMENT

11-8.01 The text of the agreement shall be printed at the expense of the Employer Bargaining Committee for Protestant School Boards. The same shall apply to the classification plan. The national negotiating union group shall be entitled to copies of the agreement in a quantity sufficient to permit a distribution to each of the employees it represents as well as to all of its affiliated unions.

11-8.02 The English translation of the official French text shall also be available to the employees and unions concerned.

11-8.03 The time limits provided for in the grievance procedure shall begin as soon as the national negotiating union group receives copies of the agreement in a quantity sufficient to permit a distribution to all of its members governed by this agreement.

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1991-10-03

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1992-10-30

IN WITNESS WHEREOF, the parties to this agreement have signed in Montreal on this 20th day of December 1989.

EMPLOYER BARGAINING  
COMMITTEE  
FOR PROTESTANT SCHOOL  
BOARDS,  
PROTESTANT  
CONFESSSIONAL SCHOOL  
BOARDS AND  
CORPORATIONS OF  
SCHOOL TRUSTEES FOR  
PROTESTANTS  
(CPNCP)

L'UNION DES  
EMPLOYÉS-ES DE  
SERVICE, LOCAL 800

affiliated with:

THE QUÉBEC FEDERATION  
OF LABOUR  
(QFL)

(signed) Claude Ryan  
\_\_\_\_\_  
Claude Ryan  
MINISTER OF EDUCATION

(signed) Robin Drake  
\_\_\_\_\_  
Robin Drake  
PRESIDENT

(signed) Michel  
\_\_\_\_\_  
Bergeron  
Michel Bergeron  
VICE-PRESIDENT

(signed) John Simms  
\_\_\_\_\_  
John Simms  
PRESIDENT OF QAPSB

(signed) Roger  
\_\_\_\_\_  
Lacasse  
Roger Lacasse

(signed) Robert  
\_\_\_\_\_  
Delorme  
Robert Delorme

NEGOTIATORS

(signed) Jean  
Trépanier  
Jean Trépanier (MEQ)

(signed) Arie G. van  
der Vlist  
Arie G. van der Vlist  
(QAPSB)

NEGOTIATORS

(signed) Sandra King  
Sandra King

(signed) Bertrand Day  
Bertrand Day

(signed) Terry  
Asselin  
Terry Asselin

(signed) Gérard  
Langlois  
Gérard Langlois

(signed) Camille  
Raîche  
Camille Raîche

## APPENDIX XI

### EQUAL OPPORTUNITY

#### At the National Level

At the request of the national negotiating union group, the national negotiating parties agree to set up a parity committee within six (6) months of the date of the coming into force of the agreement.

This committee shall be made up of six (6) members:

- ° three (3) representatives appointed by the national negotiating employer group;
- ° three (3) representatives appointed by the national negotiating union group.

This committee shall examine issues related to equal opportunity and, where applicable, make recommendations, to the national negotiating parties, which must comply with the provisions of the Charter of Human Rights and Freedoms.

#### At the Local Level

A school board which undertakes to implement an equal opportunity program shall consult the union at the Labour Relations Committee.

The consultation shall focus on the following:

- a) the possibility of setting up an equal opportunity advisory committee grouping together all categories of personnel at the board, it being specified that only one equal opportunity committee may exist at the board; should such a committee be formed, consultation on the items listed hereafter shall be carried out by this committee;
- b) the diagnostic analysis, if necessary;

APPENDIX XI  
(cont'd)

c) the contents of an equal opportunity program, namely:

- objectives pursued,
- equitable, corrective and support measures,
- implementation timetable,
- control mechanisms to assess progress and difficulties encountered.

During the consultation period, the board shall transmit all pertinent information within a reasonable time limit.

Any equal opportunity measure which has the effect of subtracting from, modifying or adding to a provision of the agreement must, in order to take effect, be the subject of a written agreement in accordance with the provisions of clause 2-2.04.

APPENDIX XII

CATHODE-RAY TUBE TERMINAL

The board must take the necessary measures, in accordance with the Act and the applicable regulations, to ensure that the employees who use a cathode-ray tube terminal are able to perform their duties without any danger to their health, safety or physical well-being.

The board and the union shall, within the framework of the committee provided for in clause 8-5.03, study the problems related to the use of these terminals and discuss, if need be, the measures to be implemented so that employees are able to perform their duties in a safe manner.

APPENDIX XIII

PROVISIONS OF PARAGRAPH b) OF CLAUSE 7-1.03

The school board and the union may, in writing, agree to proceed in a manner other than the reverse order of seniority or by seniority in the application of the provisions contained in subparagraphs 1) and 2) of paragraph b) of clause 7-1.03. Failing a written agreement between the school board and the union, the provisions of paragraph b) of clause 7-1.03 of the agreement apply.



APPENDIX XIV

SPECIAL PROVISIONS REGARDING LONG-TERM SALARY INSURANCE

In the case of the benefit provided for in subparagraph iiiii) of paragraph A) of clause 5-3.31, the national negotiating party shall ensure, by means of the schedule of conditions or otherwise, that the insurance policy contains the following arbitration clause:

"Should the insurer refuse the payment of benefit, the insurer's physician and the physician of the insured employee who is entitled to long-term salary insurance benefits shall meet to attempt to reach an agreement. Failing an agreement, the two physicians shall agree on the choice of a medical arbitrator. In the event of a disagreement on the choice of the medical arbitrator, he shall be designated by the Commission administrative des régimes de retraite et d'assurance (CARRA). The decision of the medical arbitrator shall be final, without appeal and shall bind the insuree and the insurer."

APPENDIX XV

TERMS AND CONDITIONS FOR APPLYING  
THE GRADUAL RETIREMENT PLAN

1. The gradual retirement plan, hereinafter called the "plan", shall permit an employee to reduce his or her time worked for a period of one (1) to three (3) years. The proportion of the number of hours worked\* per week cannot be less than forty per cent (40%) of the length of the regular workweek provided for his or her class of employment.
2. Only the regular full-time employee or the regular part-time employee as well as the employee referred to in article 10-4.00 whose regular workweek is greater than forty per cent (40%) of the regular workweek provided for his or her class of employment, and who is a member of one of the pension plans presently in force (RRF, RREGOP and RRE) may benefit from the plan. These employees may benefit only once from the plan.
3. For the purpose of this appendix, the entente found herein shall form an integral part of the appendix.
4. To be eligible to participate in the plan, the employee must first verify with the Commission administrative des régimes de retraite et d'assurances (CARRA) that in all likelihood he or she will be entitled to a pension on the date on which the entente 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 benefit from the plan must forward a written request to the board at least ninety (90) days in advance. This deadline may be shortened upon agreement with the board.
- B) The request must specify the period during which the employee intends to benefit from the plan as well as the

distribution of the work time.

- 
- \* In the case where an employee occupies a position of a cyclical or seasonal nature or works within the framework of article 10-4.00, the number of hours worked cannot be less than forty per cent (40%) of the length of the regular hours worked on an annual basis.

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APPENDIX XV  
(cont'd)

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 entente expires.

6. Approval of the request for the gradual retirement plan shall be subject to a prior agreement with the board, who shall take into account the needs of the department.

7. During the gradual retirement period, the employee shall receive his or her salary, including the premiums to which he or she is entitled, in proportion to the number of hours worked.
8. During the gradual retirement period, the employee shall accumulate seniority and experience as if he or she had not benefited from the plan.
9. During the gradual retirement period, the board shall pay its share of the contribution to the health insurance plan on the basis of the employee's time worked prior to the beginning of the entente, as long as the employee pays his or her share of the contribution. For the life of this entente, the employee shall be entitled to the standard life insurance plan to which he or she was entitled prior to the beginning of this entente.
10. During the gradual retirement period, the employee shall be considered, for the purpose of movement of personnel as stipulated in article 7-3.00, on the basis of his or her time worked prior to the beginning of the plan. However, the salary protection provided for in clause 7-3.19 shall be calculated on the basis of the number of hours worked during the period covered by the plan.
11. The board and the employee shall sign, where applicable, the entente stipulating the terms and conditions relating to the gradual retirement plan.
12. During the gradual retirement period, the admissible salary, for the purpose of the retirement plans (RRF, RREGOP and RRE), for the years or parts of years specified in the

entente shall be that which the employee would have received or, for a period during which there was payment of salary insurance benefits, would have been entitled to receive had he or she not benefited from the plan. The service credited for the purpose of the pension plans (RRF, RREGOP and RRE) shall be that which would have been credited to the employee had he or she not benefited from the plan.

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APPENDIX XV  
(cont'd)

13. For the duration of the entente, 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 benefited from the plan.
14. With the exception of the preceding provisions, the employee who benefits from the gradual retirement plan shall be governed by the provisions of the collective agreement applying to a part-time employee when his or her number of working hours per week as established in the entente is less than seventy-five per cent (75%) of the length of the regular workweek provided for his or her class of employment.
15. Where applicable, the board shall fill the number of hours not worked by the employee who is participating in the plan according to the provisions of clause 7-1.10 of the collective agreement.
16. Upon the expiry of the entente, the employee shall be considered as having resigned and is pensioned off.
17. With the exception of the clauses in which he or she is expressly mentioned in this appendix, the other clauses shall also apply to the employee referred to in article 10-4.00, subject to the benefits mentioned in clause 10-4.02 of the collective agreement.

1991-02-12

APPENDIX XV  
(cont'd)

GRADUAL RETIREMENT PLAN

ENTENTE CONCLUDED

BETWEEN

\_\_\_\_\_  
SCHOOL BOARD

hereinafter called the board

AND

SURNAME: \_\_\_\_\_ GIVEN NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

hereinafter called the employee

-----  
-----

SUBJECT: GRADUAL RETIREMENT PLAN

1. Period Covered by the Gradual Retirement Plan

This entente shall come into force on \_\_\_\_\_  
and shall expire on \_\_\_\_\_.

The entente can expire on another date under circumstances  
and according to terms and conditions provided for in  
sections 3 and 4 found hereinafter.

2. Time Worked

For the duration of the entente, the number of hours  
worked\* by the employee shall be equal to \_\_\_\_\_% of the  
regular workweek provided for his or her class of  
employment.

\_\_\_\_\_



- \* In the case where an employee occupies a position of a cyclical or seasonal nature or works within the framework of article 10-4.00, the number of hours worked cannot be less than forty per cent (40%) of the length of the regular hours worked on an annual basis.

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APPENDIX XV  
(cont'd)

Notwithstanding the preceding paragraph, the board and the employee may agree to change the percentage, provided, however, that the number of hours worked is not less than forty per cent (40%) of the regular workweek provided for the employee's class of employment.

3. Changes in the Fixed Dates for the Beginning and Expiry of the Entente

Should the employee not be eligible to retire upon the expiry of the agreement due to circumstances beyond his or her control as stipulated by regulation, the length of the entente shall be extended to the date on which he or she shall be entitled to a pension, even though the total gradual retirement period exceeds the three (3) years.

Any changes to the fixed dates for the beginning and expiry of the entente must have the prior approval of CARRA.

4. Nullity or Termination of the Entente

A) In the event of retirement, resignation, layoff, dismissal or death of the employee, or, where applicable, upon expiry of the extension agreed to by virtue of section 3, the entente shall expire on the date on which such event occurs.

B) The same shall apply in the event of the employee's withdrawal, which can only occur with the approval of the board.

C) The entente shall also terminate if the employee is relocated to another employer as a result of the application of the provisions of the collective agreement, unless the new employer agrees to continue the entente according to the terms and conditions which it determines and provided that such continuation meets the approval of CARRA.

D) If the entente becomes null or terminates due to circumstances mentioned previously or which are stipulated by regulation, the admissible salary, the credited service

and the contributions shall be determined, for each of these circumstances, in the manner stipulated in the regulation.

1991-02-12

APPENDIX XV  
(cont'd)

IN WITNESS WHEREOF, the parties have signed in \_\_\_\_\_  
on this \_\_\_\_\_ day of the month of \_\_\_\_\_ 19\_\_.

\_\_\_\_\_  
FOR THE SCHOOL BOARD

\_\_\_\_\_  
SIGNATURE OF THE EMPLOYEE

The board shall forward a true copy of the entente to the union.

1991-02-12

APPENDIX XVI

NORMS FOR THE TRANSFER AND INTEGRATION OF SUPPORT STAFF  
ON JULY 1, 1992

CONCERNING THE FOLLOWING SCHOOL BOARDS:

- THE ST. LAWRENCE PROTESTANT SCHOOL BOARD
- SOUTH CENTRAL PROTESTANT SCHOOL BOARD
- THE RICHELIEU VALLEY SCHOOL BOARD
- SOUTH SHORE PROTESTANT REGIONAL SCHOOL BOARD

AND

- THE UNION DES EMPLOYÉ-E-S DE SERVICE, LOCAL 800 (FTQ)

1.00 FIELD OF APPLICATION

- 1.01 This agreement shall apply to every employee covered by the certificate of accreditation held by the union which is a signatory party to this agreement and in the employment of the South Central Protestant School Board on June 30, 1992.

Notwithstanding any provision to the contrary, this agreement shall not apply to an employee hired after July 1, 1992.

2.00 INFORMATION

- 2.01 No later than June 15, 1992, the South Central Protestant School Board shall complete an individual information card for each employee who was in its employment in 1991-1992 including the information

outlined in Appendix "A".

1992-06-25

APPENDIX XVI  
(cont'd)

2.02 A copy of the individual information card shall be forwarded to the employee concerned and to the union no later than June 15, 1992.

Any modification to the individual information cards shall be transmitted in the same manner as soon as possible.

2.03 No later than June 30, 1992, the South Central Protestant School Board shall forward to the new school board the files of the employees whose names appear on the individual information cards provided for in clause 2.01.

2.04 The South Central Protestant School Board shall provide the union in writing with a list of on-going subcontracts related to those classes of employment covered by the certificate of accreditation.

2.05 No later than June 30, 1992, the South Central Protestant School Board shall send the union the seniority list of its employees as of June 30, 1992.

3.00 STAFFING PLAN

General Principles

3.01 The staffing plan shall take effect on July 1, 1992 and shall apply to the 1992-1993 fiscal year.

3.02 The total number of positions by class of employment for the staffing plan of the new school board on July 1, 1992 must be at least equal to the number of employees integrated by virtue of section 4.00 of this agreement.



1992-06-25

APPENDIX XVI  
(cont'd)

- 3.03 The department and, where applicable, the sector of activities, school, centre, workplace, title of the immediate superior and the requirements of the position are indicated for each position in accordance with the provisions of the collective agreement. The position, of which the duties are unchanged, shall retain the same requirements.

Contents of Staffing Plan

- 3.04 The committee for the transfer and integration of personnel shall draw up a staffing plan, for the new school board, which shall include the following elements:

a) For schools and centres

The number of positions to be filled by class of employment, the manner in which such positions are distributed in the new school board as well as, if need be, the number of positions created as of July 1, 1992.

When the position to be filled involves more than one school and/or centre, the percentage allotted to each school and/or centre shall be indicated.

b) For teaching establishments

The number of positions to be filled by class of employment as well as the manner in which such positions are distributed by department as of July 1, 1992.

- c) List of on-going subcontracts related to those classes of employment covered by the certificate of accreditation. However, the union must be consulted before granting a new subcontract or modifying the nature of an existing subcontract related to those classes of employment covered by the certificate of accreditation. This paragraph cannot limit the

scope of article 7-5.00 of the collective agreement.

1992-06-25

APPENDIX XVI  
(cont'd)

- d) The staffing plan must indicate those departments that are maintained, created, modified or abolished.
- e) The staffing plan shall not include:
  - i) positions of a temporary nature;
  - ii) positions referred to in articles 10-1.00, 10-2.00, 10-3.00 and 10-4.00 except if these positions are held by employees referred to in clause 10-2.04 or the second paragraph of clause 10-4.01.

3.05 Before adopting the staffing plan for the new school board, the committee for the transfer and integration of personnel must submit it to the union for consultation purposes.

The committee for the transfer and integration of personnel shall also forward to each full-time or part-time employee the extract of the staffing plan applicable to his or her class of employment.

Moreover, the committee shall forward, for information purposes, a copy of the organization chart of the new school board to the union as soon as possible.

3.06 In the event that a position becomes vacant after the staffing plan is adopted, the committee for the transfer and integration of personnel shall inform the union of any change.

4.00 TERMS AND CONDITIONS RESPECTING THE INTEGRATION

4.01 The committee for the transfer and integration of personnel shall integrate all full-time and part-time employees holding a position in the South Central Protestant School Board on June 30, 1992 into a position in their class of employment included in the staffing

plan.

1992-06-25

APPENDIX XVI  
(cont'd)

- 4.02 For the purposes of selecting positions provided for in this clause, the seniority used shall be that found on the list established on June 30, 1992.
- 4.03 If an employee fails to choose a position, the committee for the transfer and integration of personnel shall, after consulting with the union, integrate the employee into a position in his or her class of employment included in the staffing plan.
- 4.04 This section shall apply to the employee on an authorized leave as if he or she were at work.
- 4.05 A regular employee cannot be integrated, without his consent, into a position situated more than fifty (50) kilometres from his or her domicile and place of work. If he or she consents to the integration, he or she shall be entitled to moving expenses provided for in Appendix II of the collective agreement.
- 5.00 TRANSFER
- A) Determination of employer on July 1, 1992
- 5.01 Every employee covered by the certificate of accreditation held by the signatory union shall be transferred to the new school board and registered in the transfer plan of the new school board.
- 5.02 The employee who was laid off and whose right of recall expires after June 30, 1992 shall maintain such a right of recall in the new school board.

1992-06-25

APPENDIX XVI  
(cont'd)

B) Drawing up of transfer plan

5.03 No later than June 15, 1992, the committee for the transfer and integration of personnel shall draw up a transfer plan that identifies for the new school board the employees of the South Central Protestant School Board who are transferred thereto.

5.04 No later than June 15, 1992, the committee for the transfer and integration of personnel shall forward the transfer plan to the Union des employé-e-s de service, local 800, and to the union.

5.05 The transfer plan shall include all transferred employees (full-time, part-time, placements in surplus, layoffs with right of recall, employees hired within the framework of articles 10-1.00, 10-2.00, 10-3.00, 10-4.00 and temporary employees) and shall contain the following information:

- a) the name of each employee in each school, centre and teaching establishment of the new school board; this information shall be established by class of employment and by department;
- b) the seniority of the employee or his or her duration of employment, as the case may be;
- c) the position or job to which he or she is assigned in the new school board, as the case may be.

5.06 No later than June 15, 1992, each employee shall receive a copy of the extract of the transfer plan that is applicable to him or her.

6.00 PROFESSIONAL IMPROVEMENT

6.01 The South Central Protestant School Board shall transfer



to the new school board the amounts available and not used for professional improvement on June 30, 1992.

1992-06-25

APPENDIX XVI  
(cont'd)

6.02 The obligations contracted by the South Central Protestant School Board within the framework of article 5-7.00 of the collective agreement and which apply after June 30, 1992 shall be maintained in the new school board.

6.03 The committee for the transfer and integration of personnel shall inform the union in writing of the amounts thus transferred.

7.00 SETTLEMENT OF GRIEVANCES OF THE EXISTING SCHOOL BOARD

7.01 Any grievance submitted against the South Central Protestant School Board already referred to arbitration prior to July 1, 1992 and whose outcome has not been settled definitively shall be transferred, for all legal purposes, to the new school board. The same shall apply to every arbitration award to be concluded after June 30, 1992.

7.02 Any grievance involving the new school board which legally arose before July 1, 1992 and which has not yet been submitted or referred to arbitration before such date may also be validly submitted or referred to arbitration.

7.03 As regards the hearing of grievances after June 30, 1992, the union and the employee shall have the same rights as if the arbitration involved the South Central Protestant School Board.

8.00 GENERAL PROVISIONS

8.01 A union representative may attend any meeting involving the committee for the transfer and integration of personnel and an employee referred to herein; to this end, the union must be informed. However, the fact that

the union representative does not attend such a meeting shall in no way be prejudicial to the outcome of such a meeting.

1992-06-25

APPENDIX XVI  
(cont'd)

- 8.02 No placement in surplus or layoff of a regular employee shall come into effect between July 1, 1992 and December 31, 1994. However, such guarantee shall not prevent the new school board during that period from deciding to lay off an employee or place him or her in surplus as of December 31, 1994, the foregoing in accordance with the provisions of the collective agreement.
- 8.03 The new school board shall draw up a seniority list on July 1, 1992 for all employees who are entitled thereto by virtue of this agreement.
- 8.04 As of July 1, 1992, each employee shall continue to benefit from the provisions of the collective agreement applicable to him or her on June 30, 1992 and from the rights provided for therein, particularly and unconditionally with respect to the following:
- status;
  - seniority;
  - duration of employment, where applicable;
  - active service;
  - work schedule;
  - protection of the number of weekly and annual working hours;
  - banks of sick-leave days;
  - local arrangements.
- 8.05 As of July 1, 1992, once the amalgamation, annexation or restructuring and transfer have taken place, the employee who is required to change locality as established in clause 7-3.10 B) shall benefit from the right to be reinstated in his or her original locality in a vacant position in his or her class of employment. This reinstatement shall be carried out within the framework of clause 7-1.03 II a) as if such employee were referred to therein. In order to benefit from the right to return to his or her original locality, the employee must submit a written request to the school board prior to September 1, 1992.

This right to return shall be valid for a period of 5 years as of July 1, 1992.

1992-06-25

APPENDIX XVI  
(cont'd)

- 8.06 The transfer of a regular employee who, by virtue of this agreement, had to change his or her place of work shall constitute a relocation within the meaning of article 7-3.00 of the collective agreement.
- 8.07 The provisions of the collective agreement shall apply unless they are incompatible with those contained in this agreement.
- 8.08 The coming into force of this agreement shall not invalidate sections 45 and 46 of the Labour Code except as regards the provisions contained in this agreement.
- 8.09 The employee who is laid off and whose right of recall goes beyond June 30, 1992 shall maintain such a right of recall in the new school board.
- 8.10 An authorized leave by virtue of the collective agreement that terminates after June 30, 1992 shall bind the new school board under the same terms and conditions.
- 8.11 The new school board shall consult the union before granting a subcontract or before modifying the nature of a subcontract.
- 8.12 In order to settle as quickly as possible any problem of interpretation or application of this appendix, the parties at the local level shall refer any problem to the committee set up by the CPNCP and FTQ, local 800.
- 8.13 This agreement shall form an integral part of the collective agreement.

1992-06-25

INDIVIDUAL INFORMATION CARD

The individual information card shall contain the following particulars:

- the employee's name and social insurance number;
- home address;
- telephone number;
- class of employment (\*);
- status;
- hiring date;
- seniority according to the list in effect expressed in years, months and days;
- duration of employment;
- the fact that he or she is in surplus or not;
- the fact that he or she is an employee who has been laid off and has a right of recall and the date of the layoff;
- the fact that he or she is a cafeteria employee or student supervisor working ten (10) hours or less;
- the fact that he or she is a temporary employee;
- the fact that he or she is an employee working in a daycare service;
- the fact that he or she is an employee working exclusively within the framework of sessions of adult education courses;

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(\* ) In the case where the employee benefits from the right to return to his or her former class of employment, the class to which he or she has a right to return must also be indicated.



1992-06-25

(cont'd)

- the fact that he or she is an employee referred to in article 10-4.00;
- the fact that he or she holds a position of less than twelve (12) working months;
- the number of hours of his or her regular workweek (probationary or regular employee);
- his or her work schedule;
- his or her salary (hourly rate, premiums and lump sums, if need be);
- the name, address and code of the school or schools where he or she works;
- the name, address and code of the centre or centres where he or she works;
- the name, address and code of the teaching establishment and department where he or she works;
- the percentage of time worked in each teaching establishment or each school or centre, if need be;
- the fact that the employee is on a leave as well as the nature and duration of such leave.

1992-06-25

APPENDIX XVII

LETTER OF INTENTION REGARDING  
THE RETIREMENT PLANS (RREGOP, RRE, RRF)

**1. For employees who will retire between January 1, 1992 and December 31, 1997**

The parties agree to continue discussions through a committee whose mandate shall be to adopt the appropriate measures in order to ensure that employees who will retire between January 1, 1992 and December 31, 1997 will be treated fairly with respect to those who will retire after December 31, 1997. The committee shall prepare a report within ninety (90) days of the signing of the agreement.

**2. Early Retirement Program**

As of the date of the signing of this agreement, a technical committee shall be set up and shall consist of representatives of the Secrétariat du Conseil du trésor and representatives\* of the participants in the Government and Public Employees Retirement Plan (RREGOP), Teachers Pension Plan (RRE) and the Civil Service Superannuation Plan (RRF) to discuss the extension of the temporary early retirement programs (62 years - 2 years of service and 35 years of service). The committee's mandate shall be to make the necessary adjustments, if need be, to extend such programs within the guidelines of this agreement.

The costs related to the extension of these programs will be taken exclusively from the amounts available on September 1, 1992 and deriving from former programs.

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\* Without modifying the rules respecting representation, each of the groups representing the participants shall be entitled to two (2) representatives.

1992-10-30

APPENDIX XVII  
(cont'd)

The parties must take into account the existing legislative provisions and the administrative impacts in order to carry out the necessary adjustments, if need be.

Subject to the preceding provisions, the government shall propose to the National Assembly the adoption of the legislative provisions which result from the adjustments adopted unanimously by the committee, which are deemed necessary for the extension of the temporary early retirement programs and which have a retroactive effect to September 1, 1992.

**3. Pension Credit (RREGOP)**

The government shall propose to the National Assembly the adoption of the necessary legislative provisions designed to replace July 1, 1992 by July 1, 1994 in section 87 of RREGOP.

1992-10-30

APPENDIX XVIII

INTERSECTORIAL COMMITTEES

Within fifteen (15) days of the coming into force of the agreement, the national negotiating parties shall meet to set up technical committees with a mandate to "reflect and exchange views" on employment.

Their first task shall be to draw up mechanisms (including, where applicable, union releases with pay), time frames and mandates of those committees that they deem necessary to create.



1992-10-30

APPENDIX XIX

CALENDAR OF THE NEXT ROUND OF NEGOTIATIONS

The parties agree that the next round of negotiations will begin on May 1, 1993 and the employees, members of negotiations committees, shall be released, on that date, according to the same terms and conditions as those prescribed by the protocols agreed to during the last round of negotiations with respect to the maintenance of salary and the number of persons released.

The union proposals shall be tabled in June 1993.

The employer proposals shall be tabled in September 1993.

1992-10-30

APPENDIX XX

SUBJECT: REMOVAL OF REFERENCES TO IMMEDIATE SUPERIOR WITH  
RESPECT  
TO THE CLASSES OF EMPLOYMENT OF EXECUTIVE SECRETARY,  
SCHOOL SECRETARY AND SECRETARY

1- Following the signing of this agreement and after consultation with the national negotiating union group, the national negotiating employer group shall remove any reference made to the title of immediate superior (rug ranking) with respect to the classes of employment of executive secretary, school secretary and secretary provided for in the classification plan. These modifications cannot have the effect of eliminating any of these classes of employment.

Consultation of the national negotiating union group shall begin during the month of September 1992.

2- The assignment of one of the classes of employment mentioned in paragraph 1 shall be based on the nature of the work and on the characteristic duties which the employee is required to perform principally and customarily on July 1, 1992.

3- The classification resulting from these modifications shall have a retroactive effect to July 1, 1992 or to the hiring date of the employee if it is later. Such classification cannot have the effect of causing the demotion of the employee concerned.

4- The terms and conditions of application following the removal of the references to the title of immediate superior (rug ranking) from the classification plan shall be agreed upon by the national negotiating parties in accordance with clause 2-2.04.

1992-10-30

APPENDIX XXI

SUBJECT: LETTER OF AGREEMENT REGARDING THE  
INTEGRATION OF EMPLOYEES TO THE CLASSES OF  
EMPLOYMENT OF "SECRETARY, EXECUTIVE SECRETARY  
AND SCHOOL SECRETARY"

1. The board shall send each regular employee, each employee referred to in article 10-1.00, and each temporary employee who holds the class of employment of secretary, executive secretary or school secretary, a notice of classification granting him or her the class of employment of secretary, executive secretary or school secretary.

This written notice shall be sent within six months of the signing of this agreement by the national parties. A copy of the notice of classification shall be sent to the union.

In the case of a promotion, the notice of classification shall also include the step and the salary rate. The provisions in clause 6-2.16 shall apply.

2. The assignment of a class of employment (secretary, executive secretary or school secretary) shall be based on the nature of the work and on the characteristic functions that the employee was principally and customarily required to perform on July 1, 1992.

However, for the secretaries, executive secretaries and school secretaries who were assigned another position of their class of employment, within the framework of the integration of the school boards on July 1, 1992, the notice of classification shall be based on the nature of the work and on the characteristic functions that the employee is principally and customarily required to perform, on the date this agreement is signed.

Moreover, when the duties performed by an executive secretary or a school secretary correspond to those defined by the class of employment of secretary, the board shall modify the duties of the employee so that they shall correspond to those defined by the class of employment of

executive secretary or school secretary, as the case may be; the provisions in clause 6-1.07 shall apply.

3. The parties agree, in accordance with article 6-1.00 of the agreement, that the salary scales provided in the current collective agreement for the classes of employment of secretary, executive secretary and school secretary shall apply to the classes of employment as modified on November 10, 1993.

APPENDIX XXI  
(cont'd)

For this purpose, the salary scale of the class of employment of executive secretary remains unchanged.

4. The classification that may ensue from these modifications to the classification plan is retroactive to July 1, 1992 and cannot result in a demotion.
  
5. The employee referred to in article 1 who considers that he or she should have been granted the class of employment of school secretary or of executive secretary may file a grievance to this effect with the board within ninety (90) days following his or her notice of classification. The grievance may also concern the step that was assigned, in accordance with the third paragraph in article 1. Within the same time limits, the union may submit a grievance on behalf of this employee.

The employee must briefly state the reasons for the disagreement. The board shall give its reply to the employee within thirty (30) working days following receipt of the grievance and shall forward a copy to the union.

In the case of an unsatisfactory reply or failing a reply within the prescribed time limit, the union may, within thirty (30) working days following the expiry of the time limit prescribed for the reply, submit his or her grievance to arbitration.

The grievance is submitted to accelerated arbitration provided for in Appendix 1 and it will be heard by one of the arbitrators whose name appears in clause 6-1.15.

6. At the request of one of the national negotiating parties, a parity committee will be created in order to attempt to settle these classification grievances. This parity committee shall be composed of two (2) representatives of each of the national negotiating parties and will determine its own rules of operation. Article 3-6.00 of the agreement shall apply to the union representatives.



7. In the case of arbitration, the arbitrator shall determine whether or not the employee should be assigned or not to one of the class of employments mentioned in article 1 or the step he or she is entitled to as well as any retroactivity.

APPENDIX XXI  
(cont'd)

8. At the time of a promotion, the employee is entitled to a retroactive amount equal to the difference, if positive, between:

- the amounts to which he or she would have been entitled to by the application of these provisions for the period between July 1, 1992 and the date of the notice of classification provided for in article 1, or the reclassification date in respect to his or her active service or to the number of paid hours during this same period;

and

- all amounts already paid by the board for the same purpose for the period between July 1, 1992 and the date of the notice of classification provided for in article 1 or, as the case may be, of the reclassification.

9. The regular employee who holds the class of employment of secretary is entitled to the retroactivity, provided for in article 8, in the following cases:

- a) when the duties he or she performed between July 1, 1992 and the date of the notice of classification, or during part of this period, correspond to the class of employment of executive secretary or school secretary;
- b) when he or she was absent during the entire period between July 1, 1992 and the date of the notice of classification, and if he or she meets the two following conditions:
  - i) the employee's position involves functions which correspond to the class of employment of executive secretary or school secretary;
  - ii) the employee receives benefit payments, an indemnity or a salary from the board during his or her absence.

10. The employee referred to in article 10-1.00 and the

temporary employee hired to replace another employee who holds the class of employment of secretary and who meet the requirements provided for in paragraph a) of article 9, shall also be entitled to the retroactivity. The same shall apply to the temporary employee who was hired during a period when there was a temporary increase in workload or due to an unforeseen event, and who received a notice of classification in accordance with article 1.

APPENDIX XXI  
(cont'd)

11. When the date of hiring or of a movement of personnel is posterior to July 1, 1992, it shall constitute the date on which this agreement shall come into force.
12. The amounts of money due as retroactivity ensuing from the application of this agreement shall be paid within forty-five (45) days from the notices of classification.
13. Movements of personnel made between July 1, 1992 and the effective date the employees were reclassified will not be questioned.

APPENDIX XXI  
(cont'd)

APPENDIX 1

SUMMARY ARBITRATION PROCEDURE

1. All grievances referred to the summary arbitration procedure shall be heard by an arbitrator whose name is listed in clause 6-1.15 of the collective agreement.
2. The arbitrator must hear the grievance with all dispatch and render a decision within the fifteen (15) days following the end of the hearing.
3. The arbitrator must hear the grievance on the merits before rendering a decision on a preliminary objection, unless he or she can dispose of it at once. In that case, the arbitrator must subsequently state the reasons for his or her decision on the objection.
4. The decision must include a brief description of the dispute and a brief account of the reasons behind his or her conclusion. This decision may not be cited or used during the arbitration of any other grievance, unless this grievance involves the same facts and clauses, between the same board and the same union.
5. The provisions of article 9-2.00 of the collective agreement are applied within the framework of the summary arbitration procedure by making the necessary changes, with the exception of the provisions of clauses 9-2.02, 9-2.03, 9-2.07, 9-2.10, 9-2.12, 9-2.14, 9-2.15 and paragraphs a) and b) of clause 9-2.16.

APPENDIX XXI  
(cont'd)

APPENDIX 2

The parties agree, that for the purposes of the integration on July 1, 1992, the term "school secretary\*" provided for in the nature of the work of the class of employment of school secretary, may signify the existence of distinct secretariats in the following cases:

- if the school\* has several vocations (general education-youth sector, vocational education, adult education);
- if the school\* is made up of several buildings;
- if the school\* is divided in administrative units according to educational cycles;
- if it has been officially decided that the school\* be divided in administrative units according to teaching level.

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\* or adult education centre or vocational education centre

APPENDIX I

HOURLY SALARY SCALES AND RATES  
FOR THE PERIODS

- From 1990-01-01 to 1990-12-31  
AND
- From 1991-01-01 to 1991-12-31  
AND
- # ◦ From 1991-12-31 to 1992-06-30  
AND
- # ◦ From 1992-07-01 to 1993-03-31  
## AND
- ## ◦ As of 1993-04-01

# 1991-10-03  
## 1992-10-30

HOURLY SALARY SCALES AND RATES

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**HOURLY SALARY SCALES AND RATES**

I- CATEGORY OF TECHNICAL SUPPORT POSITIONS

I-1 Subcategory of Technical Positions

# CLASS Nurse  
 ##  
 ###  
 #### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to 1990-12-31	1991-01-01 to 1991-06-30	1991-07-01 to 1992-06-30	1992-07-01 to 1993-03-31	as of 1993-04-01
	\$	\$	\$	\$	\$
01	14.06	15.11	15.11	15.56	15.72
02	14.49	15.58	15.63	16.10	16.26
03	14.92	16.04	16.10	16.58	16.75
04	15.37	16.52	16.59	17.09	17.26
05	15.84	17.03	17.11	17.62	17.80
06	16.32	17.54	17.63	18.16	18.34
07	16.82	18.08	18.19	18.74	18.93
08	17.32	18.62	18.76	19.32	19.51
09	17.87	19.21	19.45	20.03	20.23
10	18.42	19.80	20.15	20.75	20.96
11	19.02	20.45	20.96	21.59	21.81
12	19.88	21.37	21.95	22.61	22.84

# 1990-01-01 Indexation  
 ## 1991 Indexation  
 ### 1991-10-03  
 #### 1992-10-30

# CLASSES    Audiovisual Technician  
 ##                Documentation Technician  
 ###               Braille Technician  
 ####              Recreational Activities Technician  
                     Psychometric Technician

Week:            35 hours

STEPS	RATES	RATES	RATES	RATES
	1990-01-01 to 1990-12-31	1991-01-01 to 1992-06-30	1992-07-01 to 1993-03-31	as of 1993-04-01
	\$	\$	\$	\$
01	12.17	12.78	13.16	13.29
02	12.64	13.27	13.67	13.81
03	13.08	13.73	14.14	14.28
04	13.54	14.22	14.65	14.80
05	14.05	14.75	15.19	15.34
06	14.54	15.27	15.73	15.89
07	15.04	15.79	16.26	16.42
08	15.64	16.42	16.91	17.08
09	16.22	17.03	17.54	17.72
10	16.82	17.66	18.19	18.37
11	17.42	18.29	18.84	19.03
12	18.06	18.96	19.53	19.73

#    1990-01-01 Indexation  
 ##    1991 Indexation  
 ###    1991-10-03  
 ####    1992-10-30

# CLASSES Administration Technician  
## Graphic Arts Technician  
### School Transportation Technician  
####

Week: 35 hours

STEPS	RATES	RATES	RATES	RATES
	1990-01-01 to <u>1990-12-31</u>	1991-01-01 to <u>1992-06-30</u>	1992-07-01 to <u>1993-03-31</u>	as of <u>1993-04-01</u>
	\$	\$	\$	\$
01	12.37	12.99	13.38	13.51
02	12.80	13.44	13.84	13.98
03	13.31	13.98	14.40	14.54
04	13.79	14.48	14.91	15.06
05	14.32	15.04	15.49	15.64
06	14.84	15.58	16.05	16.21
07	15.43	16.20	16.69	16.86
08	16.02	16.82	17.32	17.49
09	16.62	17.45	17.97	18.15
10	17.22	18.08	18.62	18.81
11	17.87	18.76	19.32	19.51
12	18.57	19.50	20.09	20.29

# 1990-01-01 Indexation  
## 1991 Indexation  
### 1991-10-03  
#### 1992-10-30

# CLASS Food Management Technician  
##  
###  
#### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES
	1990-01-01 to 1990-12-31	1991-01-01 to 1992-06-30	1992-07-01 to 1993-03-31	as of 1993-04-01
	\$	\$	\$	\$
01	13.68	14.36	14.79	14.94
02	14.11	14.82	15.26	15.41
03	14.51	15.24	15.70	15.86
04	14.92	15.67	16.14	16.30
05	15.35	16.12	16.60	16.77
06	15.82	16.61	17.11	17.28
07	16.23	17.04	17.55	17.73
08	16.68	17.51	18.04	18.22
09	17.17	18.03	18.57	18.76
10	17.66	18.54	19.10	19.29
11	18.23	19.14	19.71	19.91
12	18.73	19.67	20.26	20.46

# 1990-01-01 Indexation  
## 1991 Indexation  
### 1991-10-03  
#### 1992-10-30

# CLASSES Social Work Technician  
 ## Laboratory Technician  
 ### Building Technician  
 #### Electronics Technician  
 Vocational Training Technician  
 School Organization Technician

Week: 35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01	1991-01-01	1991-12-31	1992-07-01	as of
	to	to	to	to	1993-04-01
	<u>1990-12-31</u>	<u>1991-12-31</u>	<u>1992-06-30</u>	<u>1993-03-31</u>	
	\$	\$	\$	\$	\$
01	12.67	13.62	14.05	14.47	14.61
02	13.11	14.09	14.49	14.92	15.07
03	13.63	14.65	14.93	15.38	15.53
04	14.12	15.18	15.40	15.86	16.02
05	14.66	15.76	15.89	16.37	16.53
06	15.20	16.34	16.37	16.86	17.03
07	15.80	16.87	16.87	17.38	17.55
08	16.40	17.41	17.41	17.93	18.11
09	17.02	17.94	17.94	18.48	18.66
10	17.62	18.50	18.50	19.06	19.25
11	18.17	19.08	19.08	19.65	19.85
12	18.73	19.67	19.67	20.26	20.46

# CLASS Special Education Technician

##  
 ### Week: 35 hours  
 ####

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01	1991-01-01	1991-12-31	1992-07-01	as of
	to	to	to	to	1993-04-01
	<u>1990-12-31</u>	<u>1991-12-31</u>	<u>1992-06-30</u>	<u>1993-03-31</u>	
	\$	\$	\$	\$	\$
01	13.38	14.05	14.05	14.47	14.61
02	13.80	14.49	14.49	14.92	15.07
03	14.22	14.93	14.93	15.38	15.53
04	14.67	15.40	15.40	15.86	16.02
05	15.13	15.89	15.89	16.37	16.53
06	15.59	16.37	16.37	16.86	17.03
07	16.07	16.87	16.87	17.38	17.55
08	16.58	17.41	17.41	17.93	18.11
09	17.09	17.94	17.94	18.48	18.66
10	17.62	18.50	18.50	19.06	19.25
11	18.17	19.08	19.08	19.65	19.85
12	18.68	19.67	19.67	20.26	20.46

# 1990-01-01 Indexation  
 ## 1991 Indexation  
 ### 1991-10-03  
 #### 1992-10-30

#	<u>CLASS</u>	Data Processing Technician				
##						
###	Week:	35 hours				
####						
		RATES	RATES	RATES	RATES	RATES
	STEPS	1990-01-01	1991-01-01	1991-12-31	1992-07-01	as of
		to	to	to	to	1993-04-01
		<u>1990-12-31</u>	<u>1991-12-31</u>	<u>1992-06-30</u>	<u>1993-03-31</u>	
		\$	\$	\$	\$	\$
	01	13.87	14.70	14.70	15.14	15.29
	02	14.38	15.19	15.19	15.65	15.81
	03	14.87	15.68	15.68	16.15	16.31
	04	15.39	16.19	16.19	16.68	16.85
	05	15.92	16.73	16.73	17.23	17.40
	06	16.44	17.26	17.26	17.78	17.96
	07	16.98	17.83	17.83	18.36	18.54
	08	17.54	18.42	18.42	18.97	19.16
	09	18.11	19.02	19.02	19.59	19.79
	10	18.70	19.64	19.64	20.23	20.43
	11	19.31	20.28	20.28	20.89	21.10
	12	19.94	20.94	20.94	21.57	21.79

#	<u>CLASS</u>	Data Processing Technician, principal class				
##						
###	Week:	35 hours				
####						
		RATES	RATES	RATES	RATES	
	STEPS	1990-01-01	1991-01-01	1992-07-01	as of	
		to	to	to	1993-04-01	
		<u>1990-12-31</u>	<u>1992-06-30</u>	<u>1993-03-31</u>		
		\$	\$	\$	\$	\$
	01	16.74	17.58	18.11	18.29	
	02	17.31	18.18	18.73	18.92	
	03	17.87	18.76	19.32	19.51	
	04	18.51	19.44	20.02	20.22	
	05	19.13	20.09	20.69	20.90	
	06	19.77	20.76	21.38	21.59	
	07	20.51	21.54	22.19	22.41	
	08	21.23	22.29	22.96	23.19	
	09	21.97	23.07	23.76	24.00	

# 1990-01-01 Indexation  
 ## 1991 Indexation  
 ### 1991-10-03  
 #### 1992-10-30



I-2 Subcategory of Paratechnical Positions

#	<u>CLASS</u>	Laboratory Attendant				
##						
###	Week:	35 hours				
####						
		RATES	RATES	RATES	RATES	RATES
		1990-01-01	1991-01-01	1991-12-31	1992-07-01	
STEPS		to	to	to	to	as of
		<u>1990-12-31</u>	<u>1991-12-31</u>	<u>1992-06-30</u>	<u>1993-03-31</u>	<u>1993-04-01</u>
		\$	\$	\$	\$	\$
01		11.02	11.85	12.03	12.39	12.51
02		11.27	12.12	12.31	12.68	12.81
03		11.53	12.39	12.60	12.98	13.11
04		11.81	12.70	12.89	13.28	13.41
05		12.10	13.01	13.19	13.59	13.73
06		12.39	13.19			
07		12.56	13.19			

#	<u>CLASS</u>	Draftsman				
##						
###	Week:	35 hours				
####						
		RATES	RATES	RATES	RATES	RATES
		1990-01-01	1991-01-01	1991-12-31	1992-07-01	
STEPS		to	to	to	to	as of
		<u>1990-12-31</u>	<u>1991-12-31</u>	<u>1992-06-30</u>	<u>1993-03-31</u>	<u>1993-04-01</u>
		\$	\$	\$	\$	\$
01		11.02	11.85	12.03	12.39	12.51
02		11.34	12.19	12.31	12.68	12.81
03		11.70	12.58	12.72	13.10	13.23
04		12.00	12.90	13.10	13.49	13.62
05		12.40	13.33	13.52	13.93	14.07
06		12.78	13.74	13.97	14.39	14.53
07		13.18	14.17	14.42	14.85	15.00
08		13.62	14.64	14.85	15.30	15.45
09		14.06	14.85			
10		14.14	14.85			

# 1990-01-01 Indexation  
 ## 1991 Indexation  
 ### 1991-10-03  
 #### 1992-10-30

# CLASS Medical Assistant (or those possessing a diploma in  
 ## Health, Assistance and Nursing Care)  
 ###  
 #### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to <u>1990-12-31</u>	1991-01-01 to <u>1991-12-31</u>	1991-12-3 to <u>1992-06-30</u>	1992-07-01 to <u>1993-03-31</u>	as of <u>1993-04-01</u>
	\$	\$	\$	\$	\$
01	11.11	11.94	12.08	12.44	12.56
02	11.44	12.30	12.43	12.80	12.93
03	11.77	12.65	12.84	13.23	13.36
04	12.12	13.03	13.28	13.68	13.82
05	12.52	13.46	13.67	14.08	14.22
06	12.95	13.92	14.11	14.53	14.68
07	13.32	14.32	14.60	15.04	15.19
08	13.76	14.79	15.05	15.50	15.66
09	14.23	15.30	15.58	16.05	16.21
10	14.67	15.77	16.16	16.64	16.81
11	15.20	16.16			
12	15.39	16.16			

# CLASS School Transportation Inspector  
 ##  
 ### Week: 35 hours  
 ####

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to <u>1990-12-31</u>	1991-01-01 to <u>1991-12-31</u>	1991-12-31 to <u>1992-06-30</u>	1992-07-01 to <u>1993-03-31</u>	as of <u>1993-04-01</u>
	\$	\$	\$	\$	\$
01	11.70	12.58	12.67	13.05	13.18
02	12.04	12.94	13.05	13.44	13.57
03	12.41	13.34	13.43	13.83	13.97
04	12.80	13.76	13.84	14.26	14.40
05	13.23	14.22	14.25	14.68	14.83
06	13.66	14.68	14.68	15.12	15.27
07	14.11	15.11	15.11	15.56	15.72
08	14.56	15.56	15.56	16.03	16.19
09	15.06	16.02	16.02	16.50	16.67
10	15.26	16.02			

# 1990-01-01 Indexation  
 ## 1991 Indexation  
 ### 1991-10-03  
 #### 1992-10-30

# CLASS Offset Duplicator Operator  
 ##  
 ###  
 #### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to 1990-12-31	1991-01-01 to 1991-12-31	1991-12-31 to 1992-06-30	1992-07-01 to 1993-03-31	as of 1993-04-01
	\$	\$	\$	\$	\$
01	11.13	11.96	12.03	12.39	12.51
02	11.45	12.31	12.43	12.80	12.93
03	11.77	12.65	12.81	13.19	13.32
04	12.12	13.03	13.25	13.65	13.79
05	12.49	13.43	13.61	14.02	14.16
06	12.92	13.89	14.05	14.47	14.61
07	13.27	14.27	14.48	14.91	15.06
08	13.70	14.48			
09	13.79	14.48			

# CLASS Offset Duplicator Operator, principal class  
 ##  
 ###  
 #### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to 1990-12-31	1991-01-01 to 1991-12-31	1991-12-31 to 1992-06-30	1992-07-01 to 1993-03-31	as of 1993-04-01
	\$	\$	\$	\$	\$
01	12.92	13.89	14.05	14.47	14.61
02	13.31	14.31	14.50	14.94	15.09
03	13.70	14.73	14.93	15.38	15.53
04	14.14	15.20	15.41	15.87	16.03
05	14.56	15.65	15.92	16.40	16.56
06	15.03	15.92			
07	15.16	15.92			

# 1990-01-01 Indexation  
 ## 1991 Indexation  
 ### 1991-10-03  
 #### 1992-10-30

# CLASS Data Processing Operator, class II  
##  
###  
#### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to <u>1990-12-31</u>	1991-01-01 to <u>1991-12-31</u>	1991-12-31 to <u>1992-06-30</u>	1992-07-01 to <u>1993-03-31</u>	as of <u>1993-04-01</u>
	\$	\$	\$	\$	\$
01	11.13	11.96	12.03	12.39	12.51
02	11.43	12.29	12.39	12.76	12.89
03	11.71	12.59	12.75	13.13	13.26
04	12.00	12.90	13.14	13.53	13.67
05	12.31	13.23	13.52	13.93	14.07
06	12.62	13.57	13.92	14.34	14.48
07	12.98	13.92			

# 1990-01-01 Indexation  
## 1991 Indexation  
### 1991-10-03  
#### 1992-10-30

# CLASS Data Processing Operator, class I  
 ##  
 ###  
 #### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to 1990-12-31	1991-01-01 to 1991-12-31	1991-12-31 to 1992-06-30	1992-07-01 to 1993-03-31	as of 1993-04-01
	\$	\$	\$	\$	\$
01	12.15	13.06	13.36	13.76	13.90
02	12.62	13.57	13.84	14.26	14.40
03	13.02	14.00	14.33	14.76	14.91
04	13.50	14.51	14.89	15.34	15.49
05	13.97	15.02	15.42	15.88	16.04
06	14.52	15.61	16.01	16.49	16.65
07	15.04	16.01			
08	15.25	16.01			

# CLASS Data Processing Operator, principal class  
 ##  
 ###  
 #### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES
	1990-01-01 to 1990-12-31	1991-01-01 to 1992-06-30	1992-07-01 to 1993-03-31	as of 1993-04-01
	\$	\$	\$	\$
01	15.25	16.01	16.49	16.65
02	15.76	16.55	17.05	17.22
03	16.31	17.13	17.64	17.82
04	16.83	17.67	18.20	18.38
05	17.41	18.28	18.83	19.02
06	17.99	18.89	19.46	19.65
07	18.60	19.53	20.12	20.32

# 1990-01-01 Indexation  
 ## 1991 Indexation  
 ### 1991-10-03  
 #### 1992-10-30

# CLASS Photographer  
 ##  
 ###  
 #### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to 1990-12-31	1991-01-01 to 1991-12-31	1991-12-31 to 1992-06-30	1992-07-01 to 1993-03-31	as of 1993-04-01
	\$	\$	\$	\$	\$
01	11.02	11.85	12.03	12.39	12.51
02	11.34	12.19	12.45	12.82	12.95
03	11.70	12.58	12.88	13.27	13.40
04	12.04	12.94	13.32	13.72	13.86
05	12.41	13.34	13.78	14.19	14.33
06	12.80	13.76	14.25	14.68	14.83
07	13.24	14.23	14.75	15.19	15.34
08	13.65	14.67			
09	14.05	14.75			

# CLASS Attendant for Handicapped Students  
 ##  
 ###  
 #### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES
	1990-01-01 to 1990-12-31	1991-01-01 to 1992-06-30	1992-07-01 to 1993-03-31	as of 1993-04-01
	\$	\$	\$	\$
01	11.46	12.03	12.39	12.51
02	11.80	12.39	12.76	12.89
03	12.14	12.75	13.13	13.26
04	12.51	13.14	13.53	13.67
05	12.88	13.52	13.93	14.07
06	13.26	13.92	14.34	14.48

# 1990-01-01 Indexation  
 ## 1991 Indexation  
 ### 1991-10-03  
 #### 1992-10-30

# CLASS Day Care Service Attendant  
 ##  
 ###  
 #### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to 1990-12-31	1991-01-01 to 1991-12-31	1991-12-31 to 1992-06-30	1992-07-01 to 1993-03-31	as of 1993-04-01
	\$	\$	\$	\$	\$
01	11.11	11.94	12.03	12.39	12.51
02	11.41	12.27	12.31	12.68	12.81
03	11.71	12.59	12.60	12.98	13.11
04	12.00	12.89	12.89	13.28	13.41
05	12.32	13.19	13.19	13.59	13.73
06	12.56	13.19			

# CLASS Binder  
 ##  
 ###  
 #### Week: 35 hours

RATES	RATES	RATES	RATES
1990-01-01 to 1990-12-31	1991-01-01 to 1992-06-30	1992-07-01 to 1993-03-31	as of 1993-04-01
\$	\$	\$	\$
14.32	15.04	15.49	15.64

# 1990-01-01 Indexation  
 ## 1991 Indexation  
 ### 1991-10-03  
 #### 1992-10-30

# CLASS Person-in-Charge of a Day Care Service  
##  
###  
#### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to <u>1990-12-31</u>	1991-01-01 to <u>1991-12-31</u>	1991-12-31 to <u>1992-06-30</u>	1992-07-01 to <u>1993-03-31</u>	as of <u>1993-04-01</u>
	\$	\$	\$	\$	\$
01	11.71	12.46	12.46	12.83	12.96
02	12.00	12.85	12.85	13.24	13.37
03	12.32	13.24	13.24	13.64	13.78
04	12.67	13.62	13.64	14.05	14.19
05	13.03	14.01	14.06	14.48	14.62
06	13.41	14.42	14.49	14.92	15.07
07	13.41	14.42	14.93	15.38	15.53
08	13.41	14.42	15.40	15.86	16.02



# CLASS Student Supervisor  
 ##  
 ###  
 #### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to 1990-12-31	1991-01-01 to 1991-12-31	1991-12-31 to 1992-06-30	1992-07-01 to 1993-03-31	as of 1993-04-01
	\$	\$	\$	\$	\$
01	11.11	11.94	12.03	12.39	12.51
02	11.41	12.27	12.31	12.68	12.81
03	11.71	12.59	12.60	12.98	13.11
04	12.00	12.89	12.89	13.28	13.41
05	12.32	13.19	13.19	13.59	13.73
06	12.56	13.19			

# CLASS Swimming Pool Supervisor  
 ##  
 ###  
 #### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to 1990-12-31	1991-01-01 to 1991-12-31	1991-12-31 to 1992-06-30	1992-07-01 to 1993-03-31	as of 1993-04-01
	\$	\$	\$	\$	\$
01	11.11	11.94	12.03	12.39	12.51
02	11.41	12.27	12.39	12.76	12.89
03	11.71	12.59	12.75	13.13	13.26
04	12.00	12.90	13.14	13.53	13.67
05	12.32	13.24	13.52	13.93	14.07
06	12.67	13.62	13.92	14.34	14.48

# 1990-01-01 Indexation  
 ## 1991 Indexation  
 ### 1991-10-03  
 #### 1992-10-30

**II- CATEGORY OF ADMINISTRATIVE SUPPORT POSITIONS**

# CLASS Office Agent, class II  
 ##  
 ###  
 #### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to 1990-12-31	1991-01-01 to 1991-12-31	1991-12-31 to 1992-06-30	1992-07-01 to 1993-03-31	as of 1993-04-01
	\$	\$	\$	\$	\$
01	10.99	11.81	12.03	12.39	12.51
02	11.23	12.07	12.31	12.68	12.81
03	11.51	12.37	12.60	12.98	13.11
04	11.51	12.37	12.89	13.28	13.41

# CLASS Office Agent, class I  
 ##  
 ###  
 #### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to 1990-12-31	1991-01-01 to 1991-12-31	1991-12-31 to 1992-06-30	1992-07-01 to 1993-03-31	as of 1993-04-01
	\$	\$	\$	\$	\$
01	11.62	12.49	12.88	13.27	13.40
02	12.00	12.90	13.32	13.72	13.86
03	12.40	13.33	13.78	14.19	14.33
04	12.78	13.74	14.25	14.68	14.83
05	13.23	14.22	14.75	15.19	15.34
06	13.69	14.72			
07	14.05	14.75			

# 1990-01-01 Indexation  
 ## 1991 Indexation  
 ### 1991-10-03  
 #### 1992-10-30

# CLASSES Office Agent, principal class  
## Buyer  
###  
####  
Week: 35 hours

STEPS	RATES	RATES	RATES	RATES
	1990-01-01 to <u>1990-12-31</u>	1991-01-01 to <u>1992-06-30</u>	1992-07-01 to <u>1993-03-31</u>	as of <u>1993-04-01</u>
	\$	\$	\$	\$
01	14.32	15.04	15.49	15.64
02	14.75	15.49	15.95	16.11
03	15.24	16.00	16.48	16.64
04	15.74	16.53	17.03	17.20
05	16.22	17.03	17.54	17.72
06	16.68	17.51	18.04	18.22

# 1990-01-01 Indexation  
## 1991 Indexation  
### 1991-10-03  
#### 1992-10-30

#      CLASS                   Office Assistant  
 ##  
 ###  
 #### Week:           35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to 1990-12-31	1991-01-01 to 1991-12-31	1991-12-31 to 1992-06-30	1992-07-01 to 1993-03-31	as of 1993-04-01
	\$	\$	\$	\$	\$
01	10.89	11.71	11.97	12.33	12.45

#      CLASS                   Data Processing Assistant  
 ##  
 ###  
 #### Week:           35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to 1990-12-31	1991-01-01 to 1991-12-31	1991-12-31 to 1992-06-30	1992-07-01 to 1993-03-31	as of 1993-04-01
	\$	\$	\$	\$	\$
01	10.99	11.81	11.97	12.33	12.45
02	11.24	12.08	12.31	12.68	12.81
03	11.53	12.31			
04	11.72	12.31			

#   1990-01-01 Indexation  
 ##   1991 Indexation  
 ###   1991-10-03  
 #### 1992-10-30

# CLASS Data Processing Assistant, principal class  
##  
###  
#### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES
	1990-01-01 to <u>1990-12-31</u>	1991-01-01 to <u>1992-06-30</u>	1992-07-01 to <u>1993-03-31</u>	as of <u>1993-04-01</u>
	\$	\$	\$	\$
01	12.20	12.81	13.19	13.32
02	12.64	13.27	13.67	13.81
03	13.02	13.67	14.08	14.22
04	13.44	14.11	14.53	14.68
05	13.90	14.60	15.04	15.19

# 1990-01-01 Indexation  
## 1991 Indexation  
### 1991-10-03  
#### 1992-10-30

# CLASS Storekeeper, class II  
 ##  
 ###  
 #### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to 1990-12-31	1991-01-01 to 1991-12-31	1991-12-31 to 1992-06-30	1992-07-01 to 1993-03-31	as of 1993-04-01
	\$	\$	\$	\$	\$
01	10.99	11.81	12.03	12.39	12.51
02	11.24	12.08	12.31	12.68	12.81
03	11.52	12.38	12.60	12.98	13.11
04	11.77	12.65	12.89	13.28	13.41
05	12.09	12.89			

# CLASS Storekeeper, class I  
 ##  
 ###  
 #### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to 1990-12-31	1991-01-01 to 1991-12-31	1991-12-31 to 1992-06-30	1992-07-01 to 1993-03-31	as of 1993-04-01
	\$	\$	\$	\$	\$
01	12.00	12.90	13.11	13.50	13.64
02	12.40	13.33	13.57	13.98	14.12
03	12.79	13.75	14.01	14.43	14.57
04	13.23	14.22	14.48	14.91	15.06
05	13.66	14.68	14.96	15.41	15.56
06	14.12	14.96			
07	14.25	14.96			

# 1990-01-01 Indexation  
 ## 1991 Indexation  
 ### 1991-10-03  
 #### 1992-10-30

# CLASS Storekeeper, principal class  
##  
###  
#### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES
	1990-01-01 to <u>1990-12-31</u>	1991-01-01 to <u>1992-06-30</u>	1992-07-01 to <u>1993-03-31</u>	as of <u>1993-04-01</u>
	\$	\$	\$	\$
01	14.22	14.93	15.38	15.53
02	14.73	15.47	15.93	16.09
03	15.24	16.00	16.48	16.64
04	15.74	16.53	17.03	17.20
05	16.23	17.04	17.55	17.73
06	16.78	17.62	18.15	18.33
07	17.34	18.21	18.76	18.95

# 1990-01-01 Indexation  
## 1991 Indexation  
### 1991-10-03  
#### 1992-10-30

#      CLASS                    Secretary  
 ##  
 ###  
 #### Week:            35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to <u>1990-12-31</u>	1991-01-01 to <u>1991-12-31</u>	1991-12-31 to <u>1992-06-30</u>	1992-07-01 to <u>1993-03-31</u>	as of <u>1993-04-01</u>
	\$	\$	\$	\$	\$
01	10.99	11.81	12.03	12.39	12.51
02	11.24	12.08	12.39	12.76	12.89
03	11.53	12.39	12.75	13.13	13.26
04	11.85	12.74	13.14	13.53	13.67
05	12.12	13.03	13.52	13.93	14.07
06	12.42	13.35	13.92	14.34	14.48
07	12.74	13.70			
08	13.09	13.92			

#      CLASS                    School Secretary  
 ##  
 ###  
 #### Week:            35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to <u>1990-12-31</u>	1991-01-01 to <u>1991-12-31</u>	1991-12-31 to <u>1992-06-30</u>	1992-07-01 to <u>1993-03-31</u>	as of <u>1993-04-01</u>
	\$	\$	\$	\$	\$
01	11.85	12.74	13.24	13.64	13.78
02	12.15	13.06	13.64	14.05	14.19
03	12.52	13.46	14.06	14.48	14.62
04	12.84	13.80	14.49	14.92	15.07
05	13.21	14.20	14.93	15.38	15.53
06	13.58	14.60	15.40	15.86	16.02
07	13.97	15.02			

#    1990-01-01 Indexation  
 ##   1991 Indexation  
 ###   1991-10-03  
 #### 1992-10-30



# CLASS Executive Secretary  
##  
###  
#### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to <u>1990-12-31</u>	1991-01-01 to <u>1991-12-31</u>	1991-12-31 to <u>1992-06-30</u>	1992-07-01 to <u>1993-03-31</u>	as of <u>1993-04-01</u>
	\$	\$	\$	\$	\$
01	12.62	13.57	14.06	14.48	14.62
02	13.04	14.02	14.49	14.92	15.07
03	13.49	14.50	14.93	15.38	15.53
04	13.95	15.00	15.40	15.86	16.02
05	14.44	15.40			

# 1990-01-01 Indexation  
## 1991 Indexation  
### 1991-10-03  
#### 1992-10-30

# CLASS Telephone Operator  
##  
###  
#### Week: 35 hours

STEPS	RATES	RATES	RATES	RATES	RATES
	1990-01-01 to <u>1990-12-31</u>	1991-01-01 to <u>1991-12-31</u>	1991-12-31 to <u>1992-06-30</u>	1992-07-01 to <u>1993-03-31</u>	as of <u>1993-04-01</u>
	\$	\$	\$	\$	\$
01	11.02	11.85	12.03	12.39	12.51
02	11.32	12.17	12.31	12.68	12.81
03	11.68	12.56	12.60	12.98	13.11
04	11.98	12.60			

# 1990-01-01 Indexation  
## 1991 Indexation  
### 1991-10-03  
#### 1992-10-30

**III- CATEGORY OF LABOUR SUPPORT POSITIONS**

**III-1 Subcategory of Qualified Workman Positions**

Week: 38.75 hours

#	<u>CLASSES</u> as of	RATES 1990-01-01	RATES 1991-01-01 to	RATES 1991-12-31 to	RATES 1992-07-01 to	RATES to
##	<u>1993-04-01</u>		<u>1990-12-31</u>	<u>1991-12-31</u>	<u>1992-06-30</u>	<u>1993-03-31</u>
###			\$	\$	\$	\$
####	\$					

Trade Apprentice:

1st year	11.40	11.97		12.33	12.45
2nd year	11.75	12.34		12.71	12.84
3rd year	12.18	12.79		13.17	13.30
4th year	12.56	13.19		13.59	13.73

Bricklayer-Mason:

	14.67	15.40	15.40	15.86	16.02
--	-------	-------	-------	-------	-------

Chief Electrician:

	16.97	17.82		18.35	18.53
--	-------	-------	--	-------	-------

Cabinetmaker:

	15.71	16.76	16.76	17.26	17.43
--	-------	-------	-------	-------	-------

Electrician:

	15.96	16.76		17.26	17.43
--	-------	-------	--	-------	-------

Metal Worker-Roofer:

	14.67	15.40	15.40	15.86	16.02
--	-------	-------	-------	-------	-------

# 1990-01-01 Indexation

## 1991 Indexation

### 1991-10-03

#### 1992-10-30

#	<u>CLASSES</u> as of	RATES 1990-01-01	RATES 1991-01-01 to	RATES 1991-12-31 to	RATES 1992-07-01 to	RATES to
##	<u>1993-04-01</u>		<u>1990-12-31</u>	<u>1991-12-31</u>	<u>1992-06-30</u>	<u>1993-03-31</u>
###			\$	\$	\$	\$
####	\$					
	Master Pipe Mechanic:					
		16.97	17.82		18.35	18.53
	Mechanic, class II:					
		14.84	15.58		16.05	16.21
	Mechanic, class I:					
		15.84	16.76	16.76	17.26	17.43
	Office Equipment Mechanic:					
		16.11	16.92		17.43	17.60
	Stationary Engineer, class IV:					
		13.26	13.92	13.92	14.34	14.48
	Stationary Engineer, class III:					
		14.67	15.40	15.40	15.86	16.02
	Stationary Engineer, class II:					
		16.11	16.92		17.43	17.60
	Stationary Engineer, class I:					
		16.66	17.49		18.01	18.19
#	1990-01-01 Indexation					
##	1991 Indexation					
###	1991-10-03					

#### 1992-10-30

#	<u>CLASSES</u> as of	RATES 1990-01-01	RATES 1991-01-01 to	RATES 1991-12-31 to	RATES 1992-07-01 to	RATES to
##	<u>1993-04-01</u>		<u>1990-12-31</u>	<u>1991-12-31</u>	<u>1992-06-30</u>	<u>1993-03-31</u>
###			\$	\$	\$	\$
####	\$					
	Carpenter:	14.85	15.96	16.02	16.50	16.67
	Certified Maintenance Workman:	15.26	16.02	16.02	16.50	16.67
	Painter:	14.15	14.86		15.31	15.46
	Plasterer:	14.67	15.40	15.40	15.86	16.02
	Locksmith:	14.51	15.24		15.70	15.86
	Welder:	15.47	16.63	16.76	17.26	17.43
	Specialized Shop Mechanic:	15.71	16.76	16.76	17.26	17.43
	Pipe Fitter:	15.96	16.76		17.26	17.43
	Glazier-Installer-Mechanic:	14.67	15.40	15.40	15.86	16.02

# 1990-01-01 Indexation

## 1991 Indexation

### 1991-10-03  
#### 1992-10-30



**III-2            Subcategory of Labour, Maintenance and Service Positions**

Week:            38.75 hours

#	<u>CLASSES</u> as of	RATES 1990-01-01	RATES 1991-01-01 to	RATES 1991-12-31 to	RATES 1992-07-01 to	RATES to
##	<u>1993-04-01</u>		<u>1990-12-31</u>	<u>1991-12-31</u>	<u>1992-06-30</u>	<u>1993-03-31</u>
###			\$	\$	\$	\$
####	\$					

Trades Helper:

	12.56	13.19		13.59	13.73
--	-------	-------	--	-------	-------

General Kitchen Helper:

	11.67	12.31	12.31	12.68	12.81
--	-------	-------	-------	-------	-------

Butcher:

	14.49	15.40	15.40	15.86	16.02
--	-------	-------	-------	-------	-------

Laundryman:

	12.00	12.60	12.60	12.98	13.11
--	-------	-------	-------	-------	-------

Heavy Vehicle Driver's Assistant:

	12.28	12.89		13.28	13.41
--	-------	-------	--	-------	-------

Light Vehicle Driver:

	12.28	12.89		13.28	13.41
--	-------	-------	--	-------	-------

Heavy Vehicle Driver:

	13.95	14.75	14.75	15.19	15.34
--	-------	-------	-------	-------	-------

- #    1990-01-01 Indexation
- ##    1991 Indexation
- ###    1991-10-03

#### 1992-10-30

#	<u>CLASSES</u> as of	RATES 1990-01-01	RATES 1991-01-01 to	RATES 1991-12-31 to	RATES 1992-07-01 to	RATES to
##	<u>1993-04-01</u>		<u>1990-12-31</u>	<u>1991-12-31</u>	<u>1992-06-30</u>	<u>1993-03-31</u>
###			\$	\$	\$	\$
####	\$					
	Cook, class III:					
		13.27	13.93		14.35	14.49
	Cook, class II:					
		14.49	15.40	15.40	15.86	16.02
	Cook, class I:					
		15.07	16.02	16.02	16.50	16.67
	Guard:					
		11.72	12.31		12.68	12.81
	Gardener:					
		13.26	13.92	13.92	14.34	14.48
	Boiler and Refrigeration Equipment Operator:					
		12.56	13.19		13.59	13.73
	Caretaker (less than 9,275 m ):					
		13.10	13.76		14.17	14.31
	Caretaker (9,275 m or more):					
		14.43	15.15		15.60	15.76
#	1990-01-01 Indexation					
##	1991 Indexation					
###	1991-10-03					

#### 1992-10-30

#	<u>CLASSES</u> as of	RATES 1990-01-01	RATES 1991-01-01 to <u>1990-12-31</u>	RATES 1991-12-31 to <u>1991-12-31</u>	RATES 1992-07-01 to <u>1992-06-30</u>	RATES to <u>1993-03-31</u>
###	<u>1993-04-01</u>					
####			\$	\$	\$	\$
#####	\$					

Night Caretaker (less than 9,275 m ):

12.77	13.41	13.81	13.95
-------	-------	-------	-------

Night Caretaker (9,275 m or more):

13.91	14.61	15.05	15.20
-------	-------	-------	-------

Maintenance Workman, class III (Domestic Help):

11.40	11.97	12.33	12.45
-------	-------	-------	-------

Maintenance Workman, class II  
(Assistant Caretaker, Labourer):

12.00	12.60	12.98	13.11
-------	-------	-------	-------

Maintenance Workman, class I  
(Window Installer, Tile Setter, Sander):

13.10	13.76	14.17	14.31
-------	-------	-------	-------

Pastrycook:

14.15	14.86	15.31	15.46
-------	-------	-------	-------

Alarm Serviceman (PSBGM)

15.80	16.59	17.09	17.26
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# 1990-01-01 Indexation

## 1991 Indexation

### 1991-10-03

#### 1992-10-30

ESTABLISHMENT OF VARIABLE ADJUSTMENTS FOR PURPOSES OF PAY EQUITY

1. Ranking Scales

The P0-1989 ranking scales in the table on the next page are established on the basis of the hourly salary rates applicable on December 31, 1989. They do not take into account the basic increase percentages applicable for 1990 and 1991. These scales constitute the reference scales for purposes of pay equity.

The ranking scales have been numbered for reference purposes.



APPENDIX I A)  
(cont'd)

2. Classes of Employment with Adjustments for the Purpose of Pay Equity

The titles of the classes of employment in which a variable adjustment has been applied to some or all of the salary scale rates in effect on December 31, 1989 appear on the following pages.

The number assigned to each ranking scale precedes the list of classes of employment for which this scale serves as a reference for the calculation of the adjustment required for pay equity.

RANKING SCALE NUMBER 1

Office Assistant (35 hours)

RANKING SCALE NUMBER 2

Data Processing Assistant (35 hours)

General Kitchen Helper (38,75 hours)

RANKING SCALE NUMBER 3

Telephone Operator (35 hours)

Laundryman (38,75 hours)

RANKING SCALE NUMBER 4

Office Agent, class II (35 hours)

Storekeeper, class II (35 hours)

RANKING SCALE NUMBER 5

Laboratory Attendant (35 hours)

Student Supervisor (35 hours)

Day Care Service Attendant (35 hours)



APPENDIX I A)  
(cont'd)

RANKING SCALE NUMBER 6

Secretary (35 hours)  
Data Processing Operator, class II (35 hours)  
Swimming Pool Supervisor (35 hours)  
Attendant for Handicapped Students (35 hours)  
Stationary Engineer, class IV (38,75 hours)  
Gardener (38,75 hours)

RANKING SCALE NUMBER 7

Photographer (35 hours)  
Heavy Vehicle Driver (38,75 hours)

RANKING SCALE NUMBER 8

Person-in-charge of a Day Care Service (35 hours)  
Bricklayer-Mason (38,75 hours)  
Metal Worker-Roofer (38,75 hours)  
Stationary Engineer, class III (38,75 hours)  
Plasterer (38,75 hours)  
Glazier-Installer-Mechanic (38,75 hours)  
Cook, class II (38,75 hours)  
Butcher (38,75 hours)

RANKING SCALE NUMBER 9

Transportation Inspector (35 hours)  
Carpenter (38,75 hours)  
Certified Maintenance Workman (38,75 hours)  
Cook, class I (38,75 hours)

RANKING SCALE NUMBER 10

Cabinetmaker (38,75 hours)  
Mechanic, class I (38,75 hours)  
Welder (38,75 hours)  
Specialized Shop Mechanic (38,75 hours)

APPENDIX I A)  
(cont'd)

RANKING SCALE NUMBER 13

Special Education Technician (35 hours)  
Social Aid Technician (35 hours)  
Laboratory Technician (35 hours)  
Building Technician (35 hours)  
School Organization Technician (35 hours)  
Electronics Technician (35 hours)  
Vocational Training Technician (35 hours)

RANKING SCALE NUMBER 14

Data Processing Technician (35 hours)

RANKING SCALE NUMBER 15

Nurse (35 hours)  
Data Processing Technician, principal class (35 hours)

RANKING SCALE NUMBER 21

Offset Duplicator Operator (35 hours)

RANKING SCALE NUMBER 22

Draftsman (35 hours)

RANKING SCALE NUMBER 23

Storekeeper, class I (35 hours)

RANKING SCALE NUMBER 24

Offset Duplicator Operator, principal class (35 hours)

RANKING SCALE NUMBER 27

Data Processing Operator, class I (35 hours)

APPENDIX I A)  
(cont'd)

RANKING SCALE NUMBER 28

Medical Assistant (or those possessing a diploma in Health, Assistance and Nursing Care) (35 hours)

RANKING SCALE NUMBER 30

Office Agent, class I (35 hours)

RANKING SCALE NUMBER 31

Executive Secretary (35 hours)

RANKING SCALE NUMBER 32

School Secretary (35 hours)

3. Procedure for Establishing the Adjustment

The adjustment to be made in order to achieve pay equity in the classes of employment listed above shall be established according to the following procedure.

Adjustment Applicable on January 1, 1990

Every hourly salary rate in effect on December 31, 1989 which is increased by the percentage determined according to the provisions of clause 6-3.01 shall be compared to the rate of the corresponding step on the "P0-1989 Ranking Scale", which is increased by the percentage determined according to the provisions of clause 6-3.01.

When the number of steps on the corresponding ranking scale is greater than on the salary scale in effect on December 31, 1989, the latter scale shall be considered as having the same number of steps as the ranking scale. For calculation purposes, the rate applied to the added steps shall be equal to the maximum on the salary scale in effect on December 31, 1989.

When the number of steps on the salary scale in effect on December 31, 1989 is greater than on the corresponding ranking scale, the latter scale shall be considered as having the same number of steps as the salary scale in effect on December 31, 1989. For calculation purposes, the rate applied to the added steps shall be equal to the maximum on the ranking scale.

APPENDIX I A)  
(cont'd)

For the classes of employment remunerated according to a single salary rate, the last step on the corresponding ranking scale shall be considered as being the step corresponding to this single rate.

The adjustment to be made on January 1, 1990 in order to achieve pay equity shall be equal to the lesser of:

- 1° the difference between a) the P0-1989 rate, which is increased by the percentage set according to the provisions of clause 6-3.01, and b) the hourly rate of the corresponding step in effect on December 31, 1989 (or considered to be), increased by the percentage determined according to the provisions of clause 6-3.01;

or

- 2° the difference between a) the hourly rate in effect on December 31, 1989, which is increased by a percentage equal to the percentage determined according to the provisions of clause 6-3.01 plus 2,5%, and b) the hourly rate in effect on December 31, 1989, which is increased by the percentage determined according to the provisions of clause 6-3.01.

Adjustment Applicable on January 1, 1991

Every hourly salary rate in effect on December 31, 1990, increased by the percentage determined according to the provisions of clause 6-3.02, shall be compared to the rate of the corresponding step on the "P0-1989 Ranking Scale", which is first increased by the percentage determined according to the provisions of clause 6-3.01 and increased a second time, after rounding off, by the percentage determined according to the provisions of clause 6-3.02.

When the number of steps on the salary scale in effect on December 31, 1990 is greater than the number of steps on the corresponding ranking scale, the latter scale shall be considered as having the same number of steps as the salary scale in effect on December 31, 1990. For calculation purposes, the rate applied to the added steps shall be equal to the maximum on the ranking scale.

For the classes of employment remunerated according to a single salary rate, the last step on the corresponding ranking scale shall be considered as being the step corresponding to this single rate.

APPENDIX I A)  
(cont'd)

The adjustment applicable on January 1, 1991 in order to achieve pay equity shall be equal to the lesser of:

1° the difference between a) the P0-1989 rate, which is first increased by the percentage determined according to the provisions of clause 6-3.01 and increased a second time, after rounding off, by the percentage determined according to the provisions of clause 6-3.02, and b) the hourly rate of the corresponding step in effect on December 31, 1990, increased by the percentage determined according to the provisions of clause 6-3.02;

or

2° the difference between a) the hourly rate in effect on December 31, 1990, increased by a percentage equal to the percentage determined according to the provisions of clause 6-3.02 plus 2,5%, and b) the hourly rate in effect on December 31, 1990, increased by the percentage determined according to the provisions of clause 6-3.02.

Adjustment Applicable on December 31, 1991

Every hourly salary rate in effect on December 30, 1991 shall be compared to the rate of the corresponding step on the "P0-1989 Ranking Scale", which is first increased by the percentage determined according to the provisions of clause 6-3.01 and increased a second time, after rounding off, by the percentage determined according to the provisions of clause 6-3.02.

When the number of steps on the salary scale in effect on December 30, 1991 is greater than the number of steps on the corresponding ranking scale, the latter scale shall be considered as having the same number of steps as the salary scale in effect on December 30, 1991. For calculation purposes, the rate applied to the added steps shall be equal to the maximum on the ranking scale.

For the classes of employment remunerated according to a single salary rate, the last step of the corresponding ranking scale shall be considered as being the step corresponding to this single rate.

The adjustment applicable on December 31, 1991 shall be equal to the difference between a) the P0-1989 rate, which is first increased by the percentage determined according to the provisions of clause 6-3.01 and increased a second time, after rounding off, by the percentage determined according to the provisions of clause 6-3.02, and b) the hourly rate of the corresponding step in effect on December 30, 1991.

AGREEMENT ON PAY EQUITY

Provisions Relating to Pay Equity

- a) The changes made to the salary ranking between the different classes of employment reflect the comparative value of these classes of employment on the basis of qualifications, effort, responsibilities and working conditions.
- b) The classes of employment found in Appendix I C) are ranked in the corresponding ranking scales, as indicated in this appendix.
- c) The salary scales for the ranking scales are found in Appendix I D). These scales, known as "P-0 Ranking Scales" are established on the basis of the rates applicable on December 31, 1989. They do not take into account the basic increase percentages applicable for 1990 and 1991. These scales constitute the reference scales for the purpose of pay equity.
- d) For the classes of employment whose P-0 ranking scales are greater than the scales in effect on December 31, 1989, the adjustment required to attain the corresponding P-0 ranking scale is a maximum 2,5% for each of 1990 and 1991. The remainder of the required adjustment is applicable on December 31, 1991.
- e) The adjustment resulting from the application of the provisions of paragraph d) may vary from one step to another within the salary scale due to the fact that the required adjustments of the minimum and maximum on the salary scale may be different.

Moreover, when the P-0 ranking scale contains a number of steps that are different from the scale applicable on December 31, 1989, attaining the number of steps corresponding to the P-0 ranking scale may be completed on one of the dates provided for in paragraph f), depending on the extent of the required adjustment.

APPENDIX I B)  
(cont'd)

- f) The adjustments resulting from the provisions of paragraphs d) and e) shall be applicable on the following dates:
- 1st adjustment: January 1, 1990
  - 2nd adjustment: January 1, 1991
  - 3rd adjustment: December 31, 1991
- g) For the classes of employment whose maximum rates in effect on December 31, 1989 are equal to the maximum rates on the P-0 ranking scale, the P-0 ranking scales shall apply as of January 1, 1990, according to the same mechanisms provided for in paragraphs d), e) and f).
- h) For the classes of employment whose maximum rates or single salary rates in effect on December 31, 1989 are higher than the maximum rates on the P-0 ranking scale, the salary scales or the single salary rates in effect on December 31, 1989 shall be maintained for the purpose of remuneration, subject to the provisions of paragraph i).
- i) This paragraph shall apply, if need be, to the classes of employment whose maximum rate in effect on December 31, 1989 is equal to or lower than the maximum rate on the P-0 ranking scale and, at the same time, whose minimum rate in effect on December 31, 1989 is higher than the minimum rate on the P-0 ranking scale. The minimum rate on the P-0 ranking scale for these classes of employment shall be adjusted in such a way as to be at least equal to the minimum rate in effect on December 31, 1989.

As well, special minimum rates shall be provided in order to take into account certain rules of promotion between two classes of employment within the same employment cluster.

The special P-0 scales resulting from the application of this paragraph are found in Appendix I E).

- j) The scales or the single salary rates for the classes of employment referred to in paragraph h) shall not serve as a reference in order to achieve pay equity or salary ranking between the classes of employment. However, these scales or single salary rates shall be increased on January 1, 1990 and on January 1, 1991 by the basic increase percentages applicable for 1990 and 1991.

APPENDIX I B)  
(cont'd)

- k) For the purpose of applying the preceding paragraphs, the employees shall be integrated into the corresponding scale on January 1, 1990. Notwithstanding the foregoing, the employee belonging to classes of employment of Office Agent, class II or Person-in-charge of a Day Care Service shall be integrated into the corresponding scale as of January 1, 1990, according to the provisions of the agreement regarding experience credit or experience recognized for the purpose of classification on the salary scale. This revision of experience for the purpose of classification on the salary scale shall only cover the number of years of experience in which these employees had attained the maximum step in their class of employment and for which they were entitled to a recognition of an additional year or years of experience by virtue of the relevant provisions of the agreement, if the salary scale for their class of employment had had an additional number of steps.

However, should this integration result in a salary that is inferior to the rate the employee had prior to the integration, the employee shall be integrated into the step corresponding to a rate that is equal to or immediately higher than the rate he had prior to the integration.

- l) Notwithstanding the preceding paragraphs, the classes of employment within the category of trades and labour support positions and the position of binder in the subcategory of para-technician which are found in Appendix I C) and which are presently remunerated according to a single salary rate shall continue to be remunerated in the same manner.

- m) The parties shall agree to evaluate and rank the following positions:

- the positions provided for in the agreement which have not yet been studied;
- the special positions which were the subject of an agreement at the negotiating committee on positions not provided for in the agreement;
- the positions not validated to the satisfaction of both parties.

No later than six (6) months following the date of the coming into force of the agreement, the positions in question shall be evaluated according to the evaluation system agreed to between the parties.

The union group shall make known, if need be, any particular situations which could generate salary injustices and, where applicable, indicate solutions which it would like to see applied in these cases.



- 12 -  
APPENDIX I C)

RANKING

CATEGORY OF TECHNICAL SUPPORT POSITIONS

SUBCATEGORY OF TECHNICIAN

CLASS OR TITLE OF EMPLOYMENT	RANKING
Braille Technician	12
Administration Technician	12
Graphic Arts Technician	12
Audiovisual Technician	12
Documentation Technician	12
Recreational Activities Technician	12
Psychometry Technician	12
School Transportation Technician	12
Laboratory Technician	13
Social Aid Technician	13
Special Education Technician	13
Electronics Technician	13
Vocational Training Technician	13
Building Technician	13
Food Management Technician	13
School Organization Technician	13
Data Processing Technician	14
Nurse	15
Data Processing Technician, principal class	15

CATEGORY OF TECHNICAL SUPPORT POSITIONS

SUBCATEGORY OF PARA-TECHNICIAN

CLASS OR TITLE OF EMPLOYMENT	RANKING
Laboratory Technician	5
Medical Assistant (or those possessing a diploma in Health, Assistance Nursing Care)	5
Day Care Service Attendant	5
Student Supervisor	5
Offset Duplicator Operator	6
Attendant for Handicapped Students	6
Data Processing Operator, class II	6
Swimming Pool Supervisor	6
Draftsman	7
Photographer	7
Binder	7
Offset Duplicator Operator, principal class	8
Data Processing Operator, class I	8
Person-in-charge of a Day Care Service	8
Transportation Inspector	9
Data Processing Operator, principal class	11

CATEGORY OF ADMINISTRATIVE SUPPORT POSITIONS

CLASS OR TITLE OF EMPLOYMENT	RANKING
Office Assistant	1
Data Processing Assistant	2
Telephone Operator	3
Office Agent, class II	4
Data Processing Assistant, principal class	4
Storekeeper, class II	4
Secretary	6
Office Agent, class I	7
Storekeeper, class I	7
School Secretary	8
Executive Secretary	8
Buyer	9
Office Agent, principal class	9
Storekeeper, principal class	9

CATEGORY OF TRADES AND LABOUR SUPPORT POSITIONS

SUBCATEGORY OF SKILLED WORKMAN POSITIONS

CLASS OR TITLE OF EMPLOYMENT	RANKING
Stationary Engineer, class IV	6
Painter	7
Locksmith	7
Bricklayer-Mason	8
Metal Worker-Roofer	8
Mechanic, class II	8
Stationary Engineer, class III	8
Plasterer	8
Glazier-Installer-Mechanic	8
Office Equipment Mechanic	9
Stationary Engineer, class II	9
Carpenter	9
Certified Maintenance Workman	9
Cabinetmaker	10
Electrician	10
Mechanic, class I	10
Stationary Engineer, class I	10
Pipefitter	10
Master Pipe Mechanic	10
Welder	10
Specialized Shop Mechanic	10
Chief Electrician	11

CATEGORY OF TRADES AND LABOUR SUPPORT POSITIONS

SUBCATEGORY OF MAINTENANCE AND SERVICE POSITIONS

CLASS OR TITLE OF EMPLOYMENT	RANKING
Guard	1
Maintenance Workman, class II (assistant caretaker, labourer)	1
Maintenance Workman, class III (domestic help)	1
General Kitchen Helper	2
Trades Helper	3
Laundryman	3
Heavy Vehicle Driver's Assistant	4
Night Caretaker (less than 9 275 m <sup>2</sup> )	4
Light Vehicle Driver	4
Caretaker (less than 9 275 m <sup>2</sup> )	5
Boiler and Refrigeration Equipment Operator	5
Maintenance Workman, class I (window installer, tile setter, sander)	5
Night Caretaker (9 275 m <sup>2</sup> or more)	6
Cook, class III	6
Gardener	6
Caretaker (9 275 m <sup>2</sup> or more)	7
Heavy Vehicle Driver	7
Pastrycook	7
Butcher	8
Cook, class II	8
Cook, class I	9

P-0 RANKING SCALES

- 19 -  
RANKING SCALE NUMBER 1

STEP	P0-89
1	10.84

RANKING SCALE NUMBER 2

STEP	P0-89
1	10.84
2	11.15

RANKING SCALE NUMBER 3

STEP	P0-89
1	10.90
2	11.15
3	11.41

RANKING SCALE NUMBER 4

STEP	P0-89
1	10.90
2	11.15
3	11.41
4	11.68



- 20 -  
RANKING SCALE NUMBER 5

STEP	P0-89
1	10.90
2	11.15
3	11.41
4	11.68
5	11.95

RANKING SCALE NUMBER 6

STEP	P0-89
1	10.90
2	11.22
3	11.55
4	11.90
5	12.25
6	12.61

- 21 -  
RANKING SCALE NUMBER 7

STEP	P0-89
1	10.90
2	11.28
3	11.67
4	12.07
5	12.48
6	12.91
7	13.36

RANKING SCALE NUMBER 8

STEP	P0-89
1	11.29
2	11.64
3	11.99
4	12.36
5	12.74
6	13.13
7	13.53
8	13.95

- 22 -  
RANKING SCALE NUMBER 9

STEP	P0-89
1	11.48
2	11.82
3	12.17
4	12.54
5	12.91
6	13.30
7	13.69
8	14.10
9	14.52

RANKING SCALE NUMBER 10

STEP	P0-89
1	11.58
2	11.93
3	12.30
4	12.67
5	13.06
6	13.46
7	13.87
8	14.29
9	14.73
10	15.18

RANKING SCALE NUMBER 11

STEP	P0-89
1	12.02
2	12.38
3	12.75
4	13.13
5	13.52
6	13.93
7	14.35
8	14.77
9	15.22
10	15.67
11	16.14

- 24 -  
RANKING SCALE NUMBER 12

STEP	P0-89
1	11.58
2	12.02
3	12.44
4	12.88
5	13.36
6	13.83
7	14.31
8	14.88
9	15.43
10	16.00
11	16.57
12	17.18

- 25 -  
RANKING SCALE NUMBER 13

STEP	P0-89
1	12.73
2	13.13
3	13.53
4	13.95
5	14.39
6	14.83
7	15.29
8	15.77
9	16.26
10	16.76
11	17.28
12	17.82

- 26 -  
RANKING SCALE NUMBER 14

STEP	P0-89
1	13.32
2	13.76
3	14.20
4	14.67
5	15.15
6	15.64
7	16.15
8	16.68
9	17.23
10	17.79
11	18.37
12	18.97

- 27 -  
RANKING SCALE NUMBER 15

STEP	P0-89
1	13.69
2	14.16
3	14.59
4	15.04
5	15.50
6	15.98
7	16.49
8	17.00
9	17.63
10	18.27
11	18.99
12	19.89



- 28 -  
APPENDIX I E)

SPECIAL P-0 SCALES

- 29 -  
Office Agent, class I

STEP	P0-89
1	11.67
2	12.07
3	12.48
4	12.91
5	13.36

Draftsman

STEP	P0-89
1	10.90
2	11.15
3	11.52
4	11.87
5	12.25
6	12.65
7	13.06
8	13.45

Medical Assistant (or those possessing a diploma  
in Health, Assistance and Nursing Care)

STEP	P0-89
1	10.94
2	11.26
3	11.63
4	12.03
5	12.38
6	12.78
7	13.22
8	13.63
9	14.12
10	14.64

Storekeeper, class I

STEP	P0-89
1	11.88
2	12.29
3	12.69
4	13.12
5	13.55

- 31 -  
Offset Duplicator Operator

STEP	P0-89
1	10.90
2	11.26
3	11.60
4	12.00
5	12.33
6	12.73
7	13.12

Offset Duplicator Operator, principal class

STEP	P0-89
1	12.73
2	13.14
3	13.53
4	13.96
5	14.42

Data Processing Operator, class I

STEP	P0-89
1	12.10
2	12.54
3	12.98
4	13.49
5	13.97
6	14.51

School Secretary

STEP	P0-89
1	11.99
2	12.36
3	12.74
4	13.13
5	13.53
6	13.95

Executive Secretary

STEP	P0-89
1	12.74
2	13.13
3	13.53
4	13.95

MOVING EXPENSES

1. The provisions of this appendix aim to determine that to which the employee, who can benefit from a reimbursement of his moving costs, is entitled as moving expenses within the framework of relocation as provided for in article 7-3.00.
2. Moving expenses shall not be applicable to the employee unless the Provincial Relocation Bureau accepts that the relocation of this employee necessitates his moving.

Moving shall be deemed necessary if it takes place and if the distance between the employee's new place of work and his former domicile is greater than sixty-five (65) kilometres.

Transportation Costs of Furniture and of Personal Effects

3. The school board shall assume, upon presentation of supporting vouchers, the costs incurred for the transportation of the furniture and personal effects of the employee concerned, including the wrapping, unwrapping and the costs of the insurance premium, or the costs of towing a mobile home, on the condition that he supply, in advance, at least two (2) detailed quotations of the costs to be incurred.
4. However, the school board shall not pay the cost of transporting the employee's personal vehicle unless the location of his new domicile is inaccessible by road. Moreover, the cost of transporting a boat, a canoe, etc. shall not be reimbursed by the school 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 school board shall pay the costs of storing the employee's furniture and personal effects and those of his dependents, for a period not exceeding two (2) months.

APPENDIX II  
(cont'd)

Concomitant Moving Expenses

6. The school board shall pay a moving allowance of seven hundred and fifty dollars (\$750) to any married employee who is displaced or of two hundred dollars (\$200) if he is single, 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 disposal by the school board.

Nevertheless, the seven hundred and fifty dollar (\$750) moving allowance payable to the displaced married employee is also payable to the single employee who maintains a domicile.

Compensation for Lease

7. The employee referred to in paragraph 1 shall also be entitled, where applicable, to the following compensation: for the abandonment of a dwelling without a written lease, the school board shall pay the equivalent of one month's rent. If there is a lease, the school board shall indemnify the employee who must terminate his lease and for which the landlord demands compensation to a maximum of three (3) month's 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 dwelling himself, reasonable costs for advertising the sublet shall be assumed by the school board.

Reimbursement of Expenses Inherent to the Sale of a House

9. The school board shall reimburse, relative to the sale of the relocated employee's house principal-residence, the following expenses:
  - a) the real estate agent's fees upon presentation of the contract with the real estate agent immediately after its passing, of the sales contract and the account of the agent's fees;
  - b) the cost of notarized deeds chargeable to the employee for the purchase of a house for the purpose of residence at his assignment on the condition that the employee is already the proprietor of his house at the time of his transfer and that the said house be sold;

APPENDIX II  
(cont'd)

- 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 school board shall not reimburse the costs for looking after the unsold house. However, in this case, upon presentation of supporting vouchers, the school board shall reimburse, for a period not exceeding three (3) months, the following expenses:
- a) municipal and school taxes;
  - b) the interest on the mortgage;
  - c) the cost of the insurance premium.
11. In the case where a relocated employee chooses not to sell his house principal-residence, he may benefit from the provisions of this paragraph in order to avoid a double financial burden due to the fact that his house principal-residence is not rented at the time when he must assume new obligations to live in the area of his assignment. The school board shall pay him, for the period in which his house principal-residence is not rented, the amount of his new rent, up to a period of three (3) months, upon presentation of the leases. Moreover, the school board shall reimburse him for the reasonable costs of advertisement and the costs of no more than two (2) trips incurred for the renting of his house principal-residence, upon presentation of supporting vouchers and in accordance with the regulation concerning travel expenses in effect at the school 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 school board shall reimburse the employee for his accommodation expenses for himself and his family in accordance with the regulation concerning travel expenses in effect at the school board, for a period not exceeding two (2) weeks.



APPENDIX II  
(cont'd)

13. If the move is delayed with the authorization of the school board, or if the married employee's family is not relocated immediately, the school board shall assume the employee's transportation costs to visit his 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. The reimbursement of moving expenses provided in this appendix shall be made within sixty (60) days of the employee's presentation of the supporting vouchers to the school board that engages him.

SABBATICAL LEAVE WITH DEFERRED SALARY

CONTRACT SIGNED

BETWEEN

\_\_\_\_\_ SCHOOL BOARD

HEREINAFTER CALLED THE BOARD

AND

SURNAME: \_\_\_\_\_ GIVEN NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HEREINAFTER CALLED THE EMPLOYEE

APPENDIX III  
(cont'd)

Sabbatical Leave with Deferred Salary

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 provided for in sections V to XI herein.

II- Duration of Sabbatical Leave

The duration of the sabbatical leave shall be \_\_\_\_\_, that is, from \_\_\_\_\_ to \_\_\_\_\_.

On returning to the board, the employee shall be reinstated in his position. If his position was abolished or if the employee was transferred in accordance with the agreement, the employee shall be entitled to the benefits he would have received had he been at work.

In the case of the employee in surplus who is relocated to another employer during the term of the present contract, the contract shall be transferred to the new employer unless the latter refuses, in which case the provisions of section V herein shall apply; however, the board, in applying section V, shall not claim any money from the employee who must reimburse the board with which he signed the present contract.

III- Salary

During each of the years referred to in this contract, the employee shall receive \_\_\_\_% of the salary he would have received under the agreement.

(The percentage applicable is indicated in clause 5-11.02 of the agreement.)

APPENDIX III  
(cont'd)

IV- Benefits

- a) During each of the years of the present contract, the employee shall benefit, insofar as he is normally entitled to it, to the following:
  - life insurance plan,
  - health insurance plan, provided that he pays his share,
  - accumulation of redeemable sick-leave days, where applicable, according to the percentage of the salary to which he is entitled under the provisions of section III herein,
  - accumulation of seniority,
  - accumulation of experience.
- b) During the sabbatical leave the employee shall not be entitled to any of the premiums provided for in the agreement. During each of the other months of the present contract, he shall be entitled, where applicable, to all of these premiums, without taking into account the decrease in his salary by virtue of the provisions of section III.
- c) For the purposes of vacation, the sabbatical leave shall constitute active service. It shall be understood that, during the term of the contract, including the sabbatical leave, vacation shall be remunerated at the salary rate provided for in section III herein.
- d) Each of the years referred to in the present contract shall apply as a period of service for the purposes of the pension plans presently in force and the average salary shall be determined on the basis of the salary that the employee would have received had he not taken part in the sabbatical leave with deferred salary.
- e) During each of the years contemplated by this contract, the employee shall be entitled to all the other benefits of his agreement which are not incompatible with the provisions of this contract.
- f) The board shall maintain its contribution to the Québec Pension Plan, Unemployment Insurance, Québec Health Insurance Plan and the Occupational Health and Safety Plan for the duration of the leave.

APPENDIX III  
(cont'd)

V- Retirement, Withdrawal or Resignation of the Employee

In the event of the retirement, withdrawal or resignation of the employee, the present contract shall expire on the date of such retirement, withdrawal or resignation under the conditions described hereinafter:

- A) The employee has already benefited from a sabbatical leave (salary paid in excess).

The employee shall reimburse\* the board an amount equal to the difference between the salary received during the contract and the salary to which he would be entitled for the same period had his leave not been remunerated.

A reimbursement shall not include any interest.

- B) The employee has not benefited from a sabbatical leave (salary not paid).

The board shall reimburse the employee, for the term of the contract, an amount equal to the difference between the salary to which he would have been entitled under the agreement had he not signed the contract and the salary received, without interest, by virtue of the present contract.

- C) The sabbatical leave is in progress.

The amount owing by one party or the other shall be calculated in the following manner:

- Salary received by the employee during the term of the contract minus the salary to which he would have been entitled for the same period if his leave (elapsed period) had not been remunerated. If the result obtained is positive, the employee shall reimburse the amount to the board; if the result obtained is negative, the board shall reimburse the amount to the employee.

A reimbursement shall not include any interest.

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\* The board and the employee may agree on the terms and conditions of reimbursement.

APPENDIX III  
(cont'd)

VI- Layoff or Dismissal of Employee

In the event of the layoff or dismissal of the employee, the present contract shall expire on the effective date of such layoff or dismissal. The conditions provided for in paragraphs A), B) or C) of 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 in accordance with the agreement cannot exceed twelve (12) months. In this case, the duration of the present 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 the provisions of section V of the present contract shall apply.

VIII- Placement in Surplus of Employee

In the case of the employee who is placed in surplus during the contract, he shall continue to participate in the plan.

In the case of the employee who is relocated to another employer in the education sector, the provisions of the last paragraph of section II herein shall apply.

IX- Death of the Employee

In the event of the employee's death during the term of the present contract, the contract shall expire on the date of the employee's death and the conditions provided for in section V shall apply by making the necessary changes. However, the board shall not make any monetary claim, if the employee is required to reimburse the board as a result of the application of the provisions of section V.

X- Disability

A) Disability develops during the sabbatical leave:

For the purposes of applying the provisions of clause 5-3.31, disability shall be considered as beginning on the date the employee returns to work and not during the sabbatical leave.

APPENDIX III  
(cont'd)

X- A) (cont'd)

However, he shall be entitled, during his sabbatical leave, to the salary according to the percentage determined in the present contract.

At the end of the leave, if he is still disabled, he would be entitled to an income benefit resulting from the application of the provisions of clause 5-3.31 based on the salary determined in this contract. Should the employee still be disabled at the expiry of the present contract, he shall receive an income benefit based on his regular salary.

B) Disability develops after the employee has benefited from his sabbatical leave:

The employee shall continue to participate in the present contract and the income benefit resulting from the application of the provisions of clause 5-3.31 shall be based on the salary determined in the present contract. Should he still be disabled at the expiry of the present contract, he shall then receive an income benefit based on his regular salary.

C) Disability develops before the leave is taken and still exists at the time when the leave is supposed to take place:

In this case, the employee concerned may avail himself of one of the following choices:

1° He may continue to participate in this contract and defer the leave until such time as he is no longer disabled. The employee shall then receive his income benefit resulting from the application of the provisions of clause 5-3.31 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 this period of interruption, the employee shall be entitled to the income benefit resulting from the application of the provisions of clause 5-3.31 based on his regular salary.

2° He may terminate the contract and thus receive the salary that has not been paid (paragraph B) of section V). The income benefit resulting from the application of the provisions of clause 5-3.31 shall be based on his regular salary.

APPENDIX III  
(cont'd)

X- (cont'd)

D) The disability lasts for more than two (2) years:

At the end of the two (2) year period, the present contract shall expire and the conditions provided for in section V shall then apply by making the necessary changes. However, the board shall not make any monetary claim, if the employee is required to reimburse the board as a result of the application of the provisions of section V.

XI- Employment Injury or Work Accident

In the case of an employment injury or work accident, the provisions of article 5-9.00 shall apply on the date of the employment injury or work accident; the employee may avail himself of one of the following choices:

- 1° Interrupt the contract until he returns to work; however, the contract shall expire after a two (2) year interruption period and the provisions of section V herein shall apply.
- 2° Terminate the contract on the date of the employment injury or work accident, the provisions of section V herein shall then apply.

XII- Maternity Leave (20 weeks) and Leave for Adoption (10 weeks):

- 1° If the maternity leave or leave for adoption takes place before, during or after the leave is taken, the employee shall interrupt his/her participation for a maximum period of twenty (20) weeks or ten (10) weeks, as the case may be; the contract shall then be extended accordingly, the provisions of article 5-4.00 shall apply, and the benefits provided for in this article shall be established on the basis of the regular salary.
- 2° However, if the maternity leave or leave for adoption takes place before the leave is taken, the employee may terminate this contract and thus receive the salary that has not been paid (paragraph B) of section V). The benefits provided for in article 5-4.00 shall be based on his/her regular salary.

IN WITNESS WHEREOF, the parties signed in \_\_\_\_\_, this \_\_\_\_day of the month of \_\_\_\_\_ 19\_\_.

\_\_\_\_\_  
FOR THE SCHOOL BOARD

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

cc.: Union



# APPENDIX IV  
##  
###

CLASSIFICATION OF CERTAIN EMPLOYEES

This appendix shall apply solely to the employees for whom the agreement constitutes the first agreement and to the employees who receive a first accreditation before June 30, 1995.

In this case, the school board shall send the employee a notice confirming the class of employment and the step he holds and shall also send a copy to the union.

The employee whose classification has been confirmed and who claims that the duties which he is required to perform principally and customarily by the school board correspond to a different class of employment may submit a classification grievance within ninety (90) days after he receives his classification notice. This grievance may also be lodged by the union which must state the reason for the disagreement. The board shall reply to the employee and a copy shall be sent to the union within thirty (30) working days of the receipt of the classification grievance.

In the case of an unsatisfactory reply or failing a reply within the time limit prescribed, the employee or union may, within thirty (30) working days following the expiry of the time limit prescribed for the reply, submit a grievance to arbitration according to the procedure provided in clause 6-1.15.

Solely in this case the arbitrator's mandate shall be to determine the class of employment in the classification plan in which the employee should have been classified and the salary step. If the arbitrator cannot establish concordance between the characteristic duties which the employee is required to perform principally and customarily by the school board and a class of employment provided for in the classification plan, the provisions of clauses 6-1.07 to 6-1.14 inclusively shall apply.

This decision shall be retroactive to the certification date even if the latter is prior to January 1, 1990; in this case, the scales applicable shall be those which were in effect for each year of the agreement ending on December 31, 1989.

# 1991-10-03  
## 1992-10-30  
### 1994-09-19

GRIEVANCES AND ARBITRATION  
BEFORE  
THE DATE OF THE COMING INTO FORCE OF THE AGREEMENT

Any grievance which arose before the date of the coming into force of the agreement shall be settled according to the previous collective agreement.

Any arbitrator appointed by virtue of the provisions of the agreement shall be deemed competent to sit for any grievance lodged by virtue of a previous collective agreement.

RELOCATION

The parties to the present entente may set up a parity committee within sixty (60) days of the date of the coming into force of the agreement.

The committee's mandate shall be:

- 1- to study the cases of employees who are obliged to be relocated for a second (2nd) time following the application of the provisions of article 7-3.00;
- 2- to make recommendations to the Provincial Relocation Bureau concerning the aforementioned cases.

The committee shall be comprised of six (6) members:

- three (3) representatives appointed by the national negotiating employer party;
- three (3) representatives appointed by the national negotiating union party.

The Provincial Relocation Bureau must apply the unanimous recommendations that have been submitted in writing by the committee members.

APPENDIX VII

PARENTAL RIGHTS

1. The government shall undertake to guarantee that, as of the date of the coming into force of the agreement, the employee may receive, during her maternity leave, the full or partial compensation payable by the board by virtue of Section II of article 5-4.00 regardless of the modifications made to the eligibility criteria for unemployment insurance which could arise after the signature date but on the condition that the foregoing is admissible under the Supplementary Unemployment Benefit (SUB) plan.

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

- i) if the EIC were to have additional requirements with respect to the final written authorization allowing the plan to be registered as a supplementary unemployment benefit;
  - ii) if, thereafter, the EIC were to modify its requirements during the life of the collective agreement.
2. Should any modification occur in the federal unemployment insurance plan with respect to parental rights, it shall be understood that the national negotiating parties shall meet to discuss the possible impact of the modifications on the parental rights plan.

It shall be understood that these discussions shall not constitute a reopening of the agreement.

# Moreover, in the event of modifications or new regulations concerning labour standards with respect to parental rights, it shall be understood that the parties shall meet to discuss the possible impact of these modifications on the parental rights plan provided for in article 5-4.00 of the agreement.

# 1992-10-30

APPENDIX VIII

SPECIAL PROVISIONS CONCERNING PARENTAL RIGHTS

This appendix shall apply to the employee specifically referred to in a provision of the agreement and under the conditions mentioned therein. These employees shall benefit from parental rights subject to the following terms and conditions:

- a) to be eligible for parental rights, the employee must have worked at the school board for at least twenty (20) weeks during the twelve (12) months preceding the leave;
- b) the employee shall only benefit from parental rights for the period during which he would have actually worked;
- # c) the employee shall not be entitled to the provisions of article 5-4.00 concerning the extension of the maternity leave, paternity leave or leave for adoption other than those prescribed in paragraph b) of clause 5-4.30 according to the terms and conditions stipulated therein;
- d) the employee's weekly salary is the average weekly salary of the last five (5) months; the layoff period shall not be taken into account in calculating the average weekly salary;
- e) the employee referred to in subparagraph c) of paragraph B) of clause 2-1.01 who has not worked for six (6) months since his engagement, as well as the employees referred to in articles 10-1.00, 10-2.00 and 10-3.00 shall not be entitled to the provisions of clause 5-4.16 and the special leave provided for in clause 5-4.22 shall be without salary.

# 1992-10-30

CONTRACT CONCERNING A LOAN OF SERVICE  
BETWEEN A SCHOOL BOARD,  
AN EMPLOYEE AND A COMMUNITY ORGANIZATION

1. The organization shall engage the services of the employee for the purposes of the present contract for the period from \_\_\_\_\_ to \_\_\_\_\_.
2. The employee shall benefit, for the duration of the present contract, from a leave with salary, in accordance with the terms and conditions of payment provided for by his board.
3. The employee agrees that the provisions concerning paid legal holidays, working days, work schedule, vacation and overtime applicable to him during the period covered by the present contract shall be those provided for in the organization for the group of employees to which he belongs. In the case of overtime, the cost shall be borne by the organization.
4. The employee shall be entitled, for the duration of the present contract, to the benefits to which he would be entitled under his agreement if he were actually at work in his board, provided that they be compatible with his new working conditions and the provisions of the present contract.

APPENDIX IX  
(cont'd)

Concordance Provisions

- a) In the case where, during the loan of service, the number of paid legal holidays granted by the organization is less than that to which the employee is entitled under his agreement, the board shall pay the employee the paid legal holidays thus lost in accordance with the provisions of the agreement.
  - b) In the case of the employee who is unable to use all the days of vacation provided for under his agreement as a result of the present contract, the days of vacation thus lost shall be recovered upon his return to the board in accordance with the agreement.
5. For the duration of the present contract provided for in article 1., the organization shall reimburse the board, on a monthly basis, fifty per cent (50%) of the employee's salary, according to the board's monthly invoice.
  6. Failure on the part of the organization to pay the amounts indicated in article 5. within the time limits allotted, the present contract shall be cancelled automatically and the employee shall return to the board.
  7. One of the parties may terminate this contract, provided that it has given the other two (2) parties a ten (10) day written notice.
  8. On returning to the board, the employee shall be reinstated in his position. If the position was abolished or if the employee was transferred in accordance with the agreement, the employee shall be entitled to the benefits he would have received had he been at work.

LETTER OF INTENTION REGARDING THE GOVERNMENT AND  
PUBLIC EMPLOYEES RETIREMENT PLAN (RREGOP)

1.00 The government shall undertake to adopt the necessary decrees and to propose to the National Assembly the adoption of the necessary legislative provisions in order to make the modifications provided for in sections 2.00, 3.00, 4.00 and 5.00 of this appendix to the Act respecting the Government and Public Employees Retirement Plan.

1.01 The provisions of the following sections constitute the position which the government intends to submit to the national negotiating union group for consultation. Should the amendments to these provisions be adopted, the government shall undertake to meet with each union group which has consented to this text.

2.00 AMENDMENTS TO RREGOP

2.01 As of January 1, 1991, the Government and Public Employees Retirement Plan (RREGOP) shall be amended in order to introduce the following benefits:

- A) The deferred annuity shall be indexed according to the Consumer Price Index (CPI) during the waiting period in the case of a termination of employment after two (2) years of membership in the plan.

The actual value of the indexed deferred annuity must be at least equal to the employee's total contributions with accrued interest. Interest shall be accumulated according to the present provisions of the act for the period of service prior to January 1, 1991 and, subsequently, at one hundred per cent (100%).

The present provisions concerning the indexation of a deferred annuity at the time of payment shall continue to apply to the deferred annuity mentioned above. The indexed deferred annuity shall be calculated on the total number of years of credited service prior to and after January 1, 1991.

- B) In the case of a termination of employment with fewer than two (2) years of membership, the employee shall receive a refund of his contributions with one hundred per cent (100%) accrued interest for service completed as of January 1, 1991. The present provisions of the act concerning the calculation of interest in the case of a refund of contributions applies for service completed prior to January 1, 1991.



- C) In the event of death prior to eligibility for retirement, the benefit payable shall be that which is provided for in paragraph B) if the employee has been a member for less than two (2) years.

For the employee who has been a member for more than two (2) years, the benefit payable shall be equal to the actual value of the indexed deferred annuity.

- D) In the event of death following eligibility for retirement, fifty per cent (50%) of the deceased employee's annuity shall be transferable to the surviving spouse. However, the employee may opt for a sixty per cent (60%) transferable annuity for the spouse on an actuarially equivalent basis.

The annuity shall be calculated on the total number of years of credited service prior to and after January 1, 1991.

- E) The provisions of this section shall apply to members who are contributing to RREGOP as of January 1, 1991.

- 2.02 As of January 1, 1991, an employee who is at least fifty-five (55) years of age shall be entitled to retire with an actuarial reduction applied to his annuity.

This reduction shall be applied only for the period between the retirement date and the date on which the employee is eligible for retirement without actuarial reduction. This reduction shall apply for the duration of the payment of the annuity.

The employee who terminates his employment between the age of fifty-five (55) and sixty (60) may choose between payment of the annuity with an actuarial reduction or an indexed deferred annuity. Failing to choose, the employee is presumed to have chosen the indexed deferred annuity.

- 2.03 The RREGOP member who takes a leave of absence without pay following a maternity leave, a paternity leave or a leave for adoption shall be entitled to a redemption by paying only his/her share of the contributions, the school board's share being absorbed by the plan.

This provision shall apply to leaves of absence without pay following a maternity leave, a paternity leave or a leave for adoption which are in progress on January 1, 1991 or which begin after that date.

2.04 The provisions of sections III, IV and V of chapter V.I of Title I of the Act respecting RREGOP shall continue to apply until September 1, 1992 by making the following adjustments:

- A) Only employees who were members of RREGOP on December 31, 1988 may benefit from the temporary early retirement program.
- B) Amounts released for this purpose (the surplus on December 31, 1989 and the excess of contributions of 0,9% in 1990 and 0,9% in 1991 and 1992) shall be reserved entirely to finance the program.
- C) The parties concerned shall undertake to terminate the application of the provisions of this section in the event that the amounts reserved to finance the program are entirely committed as of September 1, 1992.
- D) However, as of January 1, 1992, the parties shall undertake to discuss the continuation of the early retirement program after September 1, 1992 taking into account the amounts available.

2.05 The parties shall undertake to maintain their contribution rate at the present level for the period from January 1, 1990 to December 31, 1992.

The amounts thus released shall be used to finance the benefits provided for in sections 2.01, 2.02, 2.03 and 2.04.

2.06 The date provided for in section 87 of the Act respecting the Government and Public Employees Retirement Plan shall be amended for July 1, 1992.

### 3.00 AMENDMENTS TO THE RRF

3.01 As of January 1, 1991, the Act respecting the Civil Service Superannuation Plan (RRF) shall be amended in order to introduce the following benefits for persons contributing to RRF on this date:

- In the event of the employee's death, sixty per cent (60%) of his annuity shall be transferable to the surviving spouse.

This sixty per cent (60%) transferable annuity shall apply to the total years of credited service prior to and after January 1, 1991.

3.02 As of January 1, 1990, the "Factor 90" retirement criterion shall be introduced in RRF and shall apply as it does in RREGOP.

3.02 (cont'd)

As of January 1, 1991, it shall no longer be possible to transfer from RRF to RREGOP. However, membership in RRF shall be guaranteed to all contributors to the plan on December 31, 1990 insofar as they are working for an organization referred to in RREGOP.

In the event of termination of employment, this guarantee shall only apply if the employee obtains another position in one of the organizations referred to in RREGOP within one hundred and eighty (180) days following the termination of employment. In the event of a return to work after more than one hundred and eighty (180) days of the termination of employment, membership in RREGOP shall be compulsory and the years of credited service in RRF shall count towards eligibility for membership in RREGOP.

3.03 From July 1, 1989 to June 30, 1991, a new temporary early retirement program shall be implemented in RRF according to the following criteria:

- A) Only members who are at least sixty-two (62) years of age and who have ten (10) years of service shall qualify for the program.
- B) A maximum of three (3) years shall be added to the credited service, indexed by the amount in excess of CPI over three per cent (3%).
- C) There shall be a compensation for the reduction applicable by the Québec Pension Plan annuity, indexed by the amount in excess of CPI over three per cent (3%).
- D) An amount shall be advanced on the old age security pension on an actuarially equivalent basis as provided for in sections 203 to 209 of the Act respecting RREGOP.
- E) At the employee's request, he shall continue to participate in the basic health insurance plan provided for in the collective agreement until he reaches the age of sixty-five (65). The school board's contribution provided for in the collective agreement shall be computed in the cost of the early retirement program and the employee shall pay his share of the required premium.
- F) The provisions of section 201 of the Act respecting RREGOP shall apply in their entirety to every person who is eligible for the early retirement plan.
- G) A person may only benefit once from the provisions provided for in the RRF and RREGOP early retirement programs.

3.04 As of January 1, 1990, the rate of the member's contribution shall be permanently set at the rate applicable for 1989.

4.00 AMENDMENTS TO THE RRE

4.01 As of January 1, 1990, the Act respecting the Teachers Pension Plan (RRE) shall be amended in order to introduce the following permanent criterion for retirement:

- retirement after thirty-three (33) years of service.

4.02 As of January 1, 1991, it shall no longer be possible to transfer from RRE to RREGOP. However, membership in RRE shall be guaranteed to all contributors to the plan on December 31, 1990 insofar as they are working for an organization referred to in RREGOP.

In the event of termination of employment, this guarantee shall only apply if the employee obtains another position in one of the organizations referred to in RREGOP within one hundred and eighty (180) days following the termination of employment. In the event of a return to work after more than one hundred and eighty (180) days of the termination of employment, membership in RREGOP shall be compulsory and the years of credited service in RRE shall count towards eligibility for membership in RREGOP.

4.03 The rate of the member's contribution to RRE for 1990, 1991 and 1992 shall be maintained at the rate applicable for 1989.

4.04 The CEQ and the CSN shall undertake, no later than December 31, 1990, to jointly notify the government to set, permanently or not, as of January 1, 1991 the RRE contribution rate at the rate applicable for 1989.

Failing such notification before December 31, 1990, the RRE contribution rate shall be permanently set as of January 1, 1991 at the rate applicable for 1989.

5.00 GRADUAL RETIREMENT

As of January 1, 1991, members of RREGOP, RRE and RRF shall be eligible to take a gradual retirement according to the following criteria:

- i) the granting of a gradual retirement shall be the object of a prior agreement with the board, given the needs of the service;
- ii) the gradual retirement program shall be of a 1, 2 or 3 year duration with the percentage of time worked varying from eighty per cent (80%) to forty per cent (40%) of the regular workweek and a remuneration equivalent to the time worked;

- iii) retirement shall be compulsory at the end of the program;
- iv) the member shall pay his share of the contribution on a percentage of the salary he receives during the program; however, he may decide to pay his contribution on one hundred per cent (100%) of his salary;
- v) For the purpose of calculating the annuity, one full year of service shall be recognized for each year of participation in the program;
- vi) the cost of this measure shall be equally shared between the school board and the participant in the program;
- vii) subject to the provisions of subparagraph iv), the participant may pay his share of the cost of the program by means of an actuarial reduction on his annuity or by means of a single payment to CARRA at the end of his gradual retirement period;
- viii) the other terms and conditions for applying the gradual retirement program shall be the object of an agreement at the sectorial tables.

6.00 NON-DISCRIMINATION OF THE FRINGE BENEFITS OF THE RRE-RRF

The government, the CEQ, the FTQ, the CSN and the SFPQ agree to mandate the CARRA Pension Committee to study the necessary legislative amendments to eliminate certain discriminatory clauses in RRE and RRF.

To this effect, the Pension Committee must set up an ad hoc committee comprised of representatives of the government and of persons designated by the unions representing employees who are referred to in these two (2) plans.

The Pension Committee's mandate shall take effect as of the date of the coming into force of the legal provisions designed to eliminate discrimination in the fringe benefits.

The parties shall also agree that the amendments which will be made to the acts may not increase the cost of the plans.

The Pension Committee shall submit a report to the Minister responsible for CARRA within six (6) months of the effective date of its mandate.

7.00 RETIREMENT INCOME AND GRADUAL RETIREMENT PROGRAM

The government, the CEQ, the CSN, the FTQ and the SFPQ agree to mandate the CARRA Pension Committee to carry out the studies provided for in this section.

To this effect, the Pension Committee must set up an ad hoc committee comprised of representatives of the government and of persons designated by the unions.

A) Retirement Income and Indexation of Annuities

- i) to study the income replacement level at retirement as well as its growth with respect to inflation;
- ii) to determine the income replacement level at retirement likely to meet the needs of the employees in the public and parapublic sectors;
- iii) to study the possible impact of the solutions found by the committee on the cost of the pension plans (RRE, RRF, RREGOP).

B) Gradual Retirement Program

- i) to study different ways and means of implementing a permanent gradual retirement program with or without supplementary income from the pension plan which could be implemented within the pension plans (RRE, RRF, RREGOP);
- ii) to study the impact which the implementation of a permanent gradual retirement program could have on the cost of these plans.

The Pension Committee shall report back to the parties at the earliest possible date. If possible, the report shall be submitted before December 31, 1990.

8.00 AMENDMENTS TO THE PLAN

Subject to the amendments provided for herein, during the life of this agreement, no amendment to the Government and Public Employees Retirement Plan may make the provisions of the plan less favourable for employees unless there is an agreement to this effect.

LETTER OF AGREEMENT NUMBER I

Concluded between:

The employer group    The union group

Subject: Maintenance of special plan for leaves of absence for personal business in the P.S.B.G.M. and the Lakeshore School Board

The employees working for the Protestant School Board of Greater Montreal or for the Lakeshore School Board shall continue to benefit from a maximum of three (3) days of leave for personal business per fiscal year for the life of this agreement on the terms and conditions in force at the school board on the date of the coming into force of this agreement.

IN WITNESS WHEREOF, the parties have signed in Montreal, this 20th day of the month of December 1989.

FOR THE EMPLOYER BARGAINING  
EMPLOYÉS-ES  
COMMITTEE FOR PROTESTANT SCHOOL  
(FTQ)  
BOARDS (CPNCP)

FOR THE UNION DES  
DE SERVICE, LOCAL 800

(signed) Roger Lacasse  
\_\_\_\_\_  
Delorme  
Roger Lacasse, Spokesman  
Spokesman

(signed) Robert  
\_\_\_\_\_  
Robert Delorme,

LETTER OF AGREEMENT NUMBER II

Concluded between:

The employer group    The union group

Subject:    Boiler tube cleaning at P.S.B.G.M.

All caretakers at the Protestant School Board of Greater Montreal who clean boiler tubes are entitled to a twenty dollar (\$20) premium each time they clean such tubes. However, this premium is limited to an annual maximum of three hundred dollars (\$300).

The employee who, during a year, receives the annual maximum of three hundred dollars (\$300) shall not however be exempted from doing boiler tube cleaning for the rest of the year.

IN WITNESS WHEREOF, the parties have signed in Montreal, this 20th day of the month of December 1989.

FOR THE EMPLOYER BARGAINING  
EMPLOYÉS-ES  
COMMITTEE FOR PROTESTANT SCHOOL  
(FTQ)  
BOARDS (CPNCP)

FOR THE UNION DES  
DE SERVICE, LOCAL 800

(signed) Roger Lacasse  
\_\_\_\_\_  
Delorme  
Roger Lacasse,        Spokesman  
Spokesman

(signed) Robert  
\_\_\_\_\_  
Robert Delorme,



LETTER OF AGREEMENT NUMBER III

Concluded between:

The employer group    The union group

Subject:    Rental and loan of rooms in the Lakeshore  
              School Board

The existing local agreement between the Lakeshore School Board and the union concerning the system for the rental and loan of rooms at the regular hourly rate shall be renewed.

IN WITNESS WHEREOF, the parties have signed in Montreal, this 20th day of the month of December 1989.

FOR THE EMPLOYER BARGAINING  
EMPLOYÉS-ES  
COMMITTEE FOR PROTESTANT SCHOOL  
800 (FTQ)  
BOARDS (CPNCP)

FOR THE UNION DES  
DE SERVICE, LOCAL

(signed) Roger Lacasse  
\_\_\_\_\_  
Delorme  
Roger Lacasse, Spokesman  
Spokesman

(signed) Robert  
\_\_\_\_\_  
Robert Delorme,

LETTER OF AGREEMENT NUMBER IV

Concluded between:

The employer group    The union group

Subject:    Renewal of P.S.B.G.M.'s letter of agreement

The parties to the present letter of agreement agree to the following:

To renew for the duration of the present agreement:

- articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 23, 24, 25, 26, 27, 28, 29 and 30;
- as well as, subject to the provisions of clause 6-6.04 of the agreement, article 22;
- as well as appendix I of the letter of agreement concluded between the Protestant School Board of Greater Montreal

and

l'Union des employés-es de Service, local 800, FTQ

IN WITNESS WHEREOF, the parties have signed in Montreal, this 20th day of the month of December 1989.

FOR THE EMPLOYER BARGAINING  
EMPLOYÉS-ES  
COMMITTEE FOR PROTESTANT SCHOOL  
(FTQ)  
BOARDS (CPNCP)

FOR THE UNION DES  
DE SERVICE, LOCAL 800

(signed) Roger Lacasse  
\_\_\_\_\_  
Delorme  
Roger Lacasse, Spokesman  
Spokesman

(signed) Robert  
\_\_\_\_\_  
Robert Delorme,

LETTER OF AGREEMENT NUMBER V

SPECIAL PREMIUMS IN THE PROTESTANT SCHOOL BOARD OF  
GREATER MONTREAL

Article 1

Every caretaker who holds a stationary engineer certificate, class IV or higher and whose function includes the operation, maintenance and verification of the heating system in a building of the Protestant School Board of Greater Montreal where such certificate is required by virtue of a law or regulation for the maintenance of a heating system, shall be entitled proportionately to the time actually worked, to an annual premium of \$312.

However, for the caretaker who is permanently assigned to one of these buildings, the accumulation of absences without pay of less than ten (10) working days shall not reduce the amount of the premium to which he is entitled by virtue of the provisions of this article. However, the caretaker referred to in this article may not receive an annual amount greater than \$312.

Article 2

Every caretaker who holds a stationary engineer certificate, class IV or higher but does not work in a building of the P.S.B.G.M. where such certificate is required shall continue to receive the annual premium that he received on the date of the coming into force of the agreement because he held such certificate.

Article 3

The day caretaker(s) to whom the Protestant School Board of Greater Montreal usually assigns the responsibility of day caretaker in a second school shall receive a monthly amount of \$27.75 as a result of this responsibility.

IN WITNESS WHEREOF, the parties have signed in Montreal, this 20th day of the month of December 1989.

FOR THE EMPLOYER BARGAINING  
EMPLOYÉS-ES  
COMMITTEE FOR PROTESTANT SCHOOL  
(FTQ)  
BOARDS (CPNCP)

FOR THE UNION DES  
DE SERVICE, LOCAL 800

(signed) Roger Lacasse  
\_\_\_\_\_  
Delorme  
Roger Lacasse, Spokesman  
Spokesman

(signed) Robert  
\_\_\_\_\_  
Robert Delorme,

LETTER OF AGREEMENT NO. VI

SPECIAL PROVISIONS CONCERNING CERTAIN EMPLOYEES HIRED WITHIN THE  
FRAMEWORK  
OF THE PROVISIONS OF PARAGRAPH b) OF CLAUSE 10-1.01  
OF THE 1986-1989 COLLECTIVE AGREEMENT

Within sixty (60) days of the date of the coming into force of the agreement, the board shall inform the union of the surnames and given names of the employees hired by virtue of the provisions of paragraph b) of clause 10-1.01 of the 1986-1989 agreement who are in service as of the date of the coming into force of the agreement and who are not working exclusively within the framework of sessions of adult education courses.

Notwithstanding the provisions of article 7-1.00 of the agreement, as of January 1, 1990, the board shall, where applicable, grant these employees the status of probationary employees occupying a full-time or part-time position. As well, it shall advise them of their class of employment and their step determined according to the terms and conditions provided for in clauses 6-2.03 to 6-2.07. For the purpose of determining the step, experience acquired between January 1, 1983 and December 31, 1983 shall not be recognized.

The employees having the status of temporary employee are excluded from this letter of agreement.

IN WITNESS WHEREOF, the parties have signed in Montreal, this 20th day of the month of December 1989.

FOR THE EMPLOYER BARGAINING  
EMPLOYÉS-ES  
COMMITTEE FOR PROTESTANT SCHOOL  
(FTQ)  
BOARDS (CPNCP)

FOR THE UNION DES  
DE SERVICE, LOCAL 800

(signed) Roger Lacasse \_\_\_\_\_

(signed) Robert \_\_\_\_\_

Delorme  
Roger Lacasse, Spokesman  
Spokesman

Robert Delorme,