



c) Survivor's Pension Plan

- 70)** The provisions of the “*Directive concernant le régime de rentes de survivants*” adopted by the *Conseil du Trésor* shall apply to a senior staff member, subject to the following provisions:
- 1) the words “civil servant” and “remuneration” are replaced respectively by the words “senior staff member “ and “salary”;
 - 2) the definition of “remuneration” found in section 1 of the Directive is replaced by the following definition:
“salary”: for a disability which began after December 31, 1981, salary means that defined in section 47 of this By-law as well as, where applicable, the compulsory complementary long-term salary insurance plan;
 - 3) section 25 of the Directive is replaced by section 201 of this By-law.

2. Plans insured by the insurer

- 71)** The provisions of section 72 and sections 74 to 80.1 apply to the senior staff member who becomes totally disabled after March 31, 1994.
- 72)** For the purposes of sections 74 to 80.1 of subdivision 2 of this Division, the following terms and expressions mean:
- “employment” or “rehabilitative employment”: employment for which the senior staff member is reasonably qualified according to his education, training and experience; such employment may be a senior staff position in the case of a senior staff member, a management position in the case of a manager, or equivalent employment to that held prior to his appointment to a senior staff position, that is a professional or a teaching position or, in the case of a manager, a technical, administrative, or labour support position;
- “total disability”: total disability within the meaning of the compulsory basic long-term salary insurance plan;
- “benefit”: the benefit that a senior staff member would have received had he been eligible for the compulsory basic long-term salary insurance plan.
- 73)** The cost of the compulsory basic plans shall be shared by the government and all participants in the plans according to the terms and conditions of the agreement signed by the Government of Québec and the associations representing participants in group insurance plans of senior staff in the public and parapublic sectors for the duration of the said agreement.
- 74)** Where the Board is advised by the insurer that the senior staff member no longer meets the definition of total disability and that the payment of his benefit shall be interrupted or refused, it may submit the disagreement with the insurer's decision to the medical arbitration tribunal in order to establish whether the senior staff member meets the definition of total disability, in accordance with the medical arbitration agreement concluded with the insurer and provided that the senior staff member agrees that the disagreement be submitted to the tribunal for a final decision. The disagreement may be submitted directly to the tribunal or after the employer has required, at its expense, that the senior staff member submit to a medical examination.

However, the Board that concurs with the insurer's decision shall offer the senior staff member a position in writing.



A senior staff member may submit to the medical arbitration tribunal his disagreement with the insurer's decision whereby he does not meet the definition of total disability within 90 days of the effective date of the insurer's decision subject to the other conditions of the medical arbitration agreement. In this case, no costs are payable by the Board.

75) The Board shall pay a senior staff member a salary equal to the benefit that he was receiving for the period beginning on the date on which the payment of benefits was suspended or the refusal of payment came into effect and ending on the date of the Medical Arbitration Tribunal decision, provided the following conditions are met:

- 1) the senior staff member was party to the medical arbitration agreement concluded with the insurer;
- 2) the disagreement between the Board and the insurer or between the senior staff member and the insurer was validly submitted to the medical arbitration tribunal for a final decision in accordance with the medical arbitration agreement concluded with the insurer.

76) If the medical arbitration tribunal confirms that the senior staff member does not meet the definition of total disability, the contributions of both the Board and the senior staff member to the insurance and pension plans shall be paid retroactively to the date on which the payment of benefits was interrupted or the refusal of payment came into effect and the senior staff member shall continue to receive from the Board a salary equal to the benefit until such time as it offers him a position. If the disagreement was submitted to the tribunal by the senior staff member, he must reimburse the Board for the salary paid to him.

If the medical arbitration tribunal confirms the senior staff member's total disability, the Board shall continue to pay the salary equal to the benefit until such time as the benefit is paid by the insurer. The insurer shall reimburse the Board for the amounts paid and the latter shall reimburse the senior staff member, where applicable, for the arbitration and medical examination costs defrayed.

77) A senior staff member who accepts the position offered by the Board under the provisions in sections 72 to 76 and 78 to 80 is given the classification and salary corresponding to his new position.

Contributions of both the senior staff member and the Board to the insurance and pension plans shall be determined on the basis of that salary.

78) During the waiting period for a position, if the Board and the senior staff member agree with the insurer's decision whereby the senior staff member does not meet the definition of total disability or, on the date of the medical arbitration tribunal's decision to this effect, the senior staff member receives a salary equal to the benefit, and the contributions of both the senior staff member and the Board to the pension and insurance plans shall be determined on the basis of that salary. The Board may make use of the senior staff member's services temporarily during that period.

79) The senior staff member who does not meet the definition of total disability after the first 104 weeks of total disability must accept a position offered to him in an agency in the education sector situated in his administrative region, except for the period during which he submitted his disagreement with the insurer to the medical arbitration tribunal. Refusal on the part of the senior staff member to accept the position offered shall entail his dismissal. Before proceeding with the dismissal, the Board shall forward a 15 working day notice to the senior staff member.



The duration of the regular workweek of such position must not be less than that of the position held by the senior staff member at the beginning of the total disability.

- 80)** The salary equal to the benefit paid to the senior staff member pursuant to the provisions of this subdivision, may not extend beyond the date on which the payment of benefits ceases as prescribed in the master policy.
- 80.1)** At the request of either party, a committee shall be set up to study any particular problem pertaining to the return to work and to propose appropriate solutions to the problems encountered by Board, the senior staff member and the insurer, notably in cases where the return to work may involve the temporary use of the senior staff member's services or his moving. The committee shall be composed of:
- 1) a representative designated by the associations of administrators and the associations of senior staff of centres: the representative comes from the association to which the administrator or senior staff member in a centre belongs, if need be;
 - 2) a representative designated by the associations of senior staff of schools: the representative comes from the association to which the senior staff member in a school belongs, if need be;
 - 3) a representative designated by the Fédération des commissions scolaires du Québec;
 - 4) a representative of the Quebec English School Boards Association;
 - 5) a representative of the Minister.

The committee may call upon the services of resource persons, if needed.

- 81)** Notwithstanding the provisions of this subdivision, the provisions dealing with the definition of disability, benefit levels and the definition of a period of disability in effect on March 31, 1994, shall continue to apply to a senior staff member disabled on that same date and section 51 shall not apply to this senior staff member.

§2. Rehabilitation

- 82)** A senior staff member shall be eligible for a rehabilitation program if he meets the following eligibility criteria:
- 1) total disability began after March 31, 1994 and the senior staff member has been totally disabled for 6 months or more;
 - 2) total disability began more than 2 years prior to the earliest of the following dates:
 - a) his 65th birthday;
 - b) the earliest date on which he becomes eligible for:
 - i) a retirement pension without actuarial reduction calculated with 35 credited years of service under his pension plan;
 - ii) an actuarially reduced retirement pension equal to a retirement pension without actuarial reduction calculated with 35 credited years of service under his pension plan.



- iii) total benefits within the meaning of the Régime de retraite de certains enseignants (RRCE) equal to 70% of the average pensionable salary used to calculate the pension under this plan.

Notwithstanding the first paragraph, a senior staff member shall not be eligible for the rehabilitation program in one of the following circumstances:

- 1) the attending physician or the insurer confirms that the return to work can proceed without any rehabilitation;
- 2) the insurer confirms that the senior staff member will not return to work; or
- 3) the insurer confirms that the senior staff member does not qualify for rehabilitation.

- 83)** The senior staff member to whom the Board has offered rehabilitative employment in writing must notify the Board in writing whether he accepts or refuses such rehabilitative employment, regardless of whether the rehabilitation begins before or after the first 104 weeks of his total disability.

The duration of the regular workweek of such employment must not be less than that of the senior staff member at the beginning of his total disability.

- 84)** The period during which the senior staff member holds, on a trial basis, rehabilitative employment, cannot have the effect of extending the period of total disability under the short-term salary insurance plan beyond one 104 weeks.

- 85)** The senior staff member whose rehabilitation takes place during the first 104 weeks of disability shall be considered as totally disabled for that period and shall receive for the time worked while holding rehabilitative employment, a short-term salary insurance benefit equal to 90% of the salary to which he would have been entitled had he been at work in the position he held prior to his total disability and, for the time not worked or the waiting period for such employment, if need be, a short-term salary insurance benefit equal to 70% of that salary.

Such benefits shall be subject to the provisions pertaining to the waiver of contributions to the insurance and pension plans as well as to the provisions dealing with the coordination of the benefits in accordance with the terms and conditions under sections 62 and 63 of this By-law.

However, a senior staff member whose rehabilitation takes place in the position he held prior to his total disability shall receive his salary for the time worked.

- 86)** The senior staff member whose partial rehabilitation takes place after the 104th week of total disability shall benefit from the provisions of section 85 up to the end of the 104th week of disability.

From the 105th week to the end of the rehabilitation, the senior staff member shall receive, for the time worked, the salary earned from rehabilitative employment provided that it not be less than the compulsory basic long-term salary insurance benefit and, for the time not worked, a salary equal to that benefit. However, the senior staff member whose rehabilitation takes place in his position, shall receive his salary for the time worked and a salary equal to the benefits of the long-term salary insurance plan for the time not worked.



- 87) A senior staff member whose rehabilitation takes place entirely after the 104th week of total disability shall receive for the time worked the salary earned from rehabilitative employment, provided that it not be less than the compulsory basic long-term salary insurance benefits.
- 88) The senior staff member shall accumulate vacation during the time worked in his rehabilitative employment.
- 89) Any period during which a senior staff member carries out training or professional development prescribed by the rehabilitation program approved by the insurer shall be considered as time worked.
- 90) A senior staff member shall be assigned the classification of the rehabilitative employment at the end of the 104th week of disability or, where applicable, at the end of the rehabilitation if the latter ends after the 104th week.

Contributions of both the senior staff member and the Board to the insurance and pension plans shall be determined on the basis of the salary earned from the rehabilitative employment.

- 91) A senior staff member already considered as totally disabled who must again be absent from work due to total disability resulting from the same illness or accident, before the end of the first 104 weeks of disability, but after having undergone rehabilitation, is deemed to have suffered a relapse of the same disability.

In such a case, the senior staff member shall continue to receive a benefit equal to 90% of the salary to which he would have been entitled had he been at work in his position, up to 104 weeks from the beginning of the disability. The provision under the 2nd paragraph of section 85 shall apply.

- 92) Where a new total disability begins prior to the end of the first 104 weeks of the first disability but after having completed rehabilitation, a senior staff member shall be considered as totally disabled for the position he holds at the beginning of such new disability. However, this senior staff member shall continue to receive a benefit equal to 90% of the salary to which he would have been entitled had he been at work in the position he held at the beginning of the first disability up to 104 weeks from the beginning of the first total disability. In such a case, the provisions of the 2nd paragraph of section 85 shall apply.

At the end of the first 104 weeks of the first total disability, a senior staff member whose rehabilitation took place during rehabilitative employment shall be assigned a new classification in accordance with section 90.

DIVISION VIII - REPRESENTATION EXPENSES

92.1) The Board shall adopt a policy concerning the representation expenses of senior staff.

92.2) A senior staff member shall be entitled, upon presentation of supporting vouchers, to be reimbursed for his representation expenses in accordance with the policy in effect at the Board.



DIVISION IX – LEAVE FOR PROFESSIONAL AFFAIRS OR FOR PUBLIC OFFICE

- 93) The senior staff member who intends to run for public office¹ shall obtain, upon written request, a leave of absence without pay for the length of time required by his candidacy and by his office, if elected.
- 94) The Board may grant a leave without pay for a fixed period to a senior staff member called upon by his professional association to hold a position within the association.
- 95) The senior staff member granted leave without pay for professional affairs or to hold public office must reach an agreement with the Board concerning the terms and conditions of the leave and of his eventual return to work.

DIVISION X – SICK-LEAVE DAYS

- 96) This division applies to all senior staff member including those who have credited redeemable or non-redeemable sick-leave days by virtue of previous employment in the education sector or otherwise.
- 97) On July 1 of every year, the Board shall credit the senior staff member with 7 non redeemable sick-leave days. Senior staff member who have credited sick-leave days by virtue of previous employment in the education sector may, at their option, avail themselves of the relevant provisions with regard to sick-leave days of the *Règlement déterminant certaines conditions de travail des cadres des commissions scolaires et du comité de gestion de la taxe de l'Île de Montréal*.

DIVISION XI – TRANSFER OF CERTAIN BENEFITS TO ANOTHER SCHOOL BOARD

- 98) This division applies to a senior staff member who, in the year following a resignation, is hired as senior staff by another school board.
- 99) For vacation purposes, the change in school boards shall not interrupt the period of continuous service credited to the senior staff member.
- 100) For the purposes of employment stability, the senior staff member who has completed 2 years of continuous service at his former board is deemed to have completed that period of service with his new school board.
- 101) A senior staff member may transfer in whole or in part, the redeemable sick-leave days to his credit and the amount corresponding to the value of those days at the time of the transfer provided that he makes a request to that effect and that his request is accepted by the 2 school boards. In such case, a document certifying the number of redeemable days and the amount transferred shall be prepared by the school board that the senior staff member is leaving and sent to his new school board.

¹ Municipal, school, provincial or federal election or in an election in an organization provided for under the JBNQA or for a position on the board of directors of the Fédération des coopératives du Nord Québécois or Makivik.



- 102)** A senior staff member may transfer in whole or in part, his credited non-redeemable sick-leave days as certified by the Board provided that he makes a request to that effect and that his request is accepted by the school board hiring him. In such a case, a document certifying the number of non-redeemable days transferred shall be prepared by the Board and sent to his new school board.
- 103)** The provisions of this By-law concerning the Appeals Committee apply to the senior staff member whose employment is terminated, or who is dismissed during the period of probation with the Board, provided that he meets either of the following 2 conditions on his entry date at the Board:
- a) having completed the probation period in his former school board;
 - b) having completed 2 years of continuous service as a senior staff member with his former school board.
- 104)** The moving expenses provided for in Schedule 6 may apply in whole or in part to the senior staff member whose request to that effect is accepted by the school board hiring him. In this case, notwithstanding section 14 of that schedule, the school board which hires him shall reimburse these expenses.
- 105)** The senior staff member who participate in the sabbatical leave plan with deferred salary at the time of his resignation may maintain his participation in the plan provided that a request to that effect is accepted by the school board hiring him.



CHAPTER 4 / SENIOR STAFF DEVELOPMENT

DIVISION I - PROFESSIONAL IMPROVEMENT

106) Professional improvement is intended to enable a senior staff member:

- to acquire or to increase the knowledge required in the performance within the Board;
- to acquire new skills or to develop new attitudes related to career development.

107) The development of human resources and, more specifically, the professional improvement of senior staff members is the responsibility of the Board and is planned according to the needs of the milieu. For that purpose, the Board shall establish a professional improvement policy.

108) The Board may require the participation of the senior staff member in professional improvement activities that are held during regular working hours.

DIVISION II – EVALUATION

108.1) The Board shall adopt an evaluation system for its management staff.

108.2) The Board shall consult the groups of management staff members concerned before implementing a policy or system of evaluation of management staff members or any changes to said policy or system.



CHAPTER 5 / ADMINISTRATIVE STRUCTURE

- 109)** The Board determines its administrative structure for senior staff positions in accordance namely with the provisions of the James Bay and Northern Québec Agreement. Moreover, the Board determines the number and assignments of senior staff members of schools after consultation with the concerned Education Committee.

The administrative structure shall indicate the organization of the activities of the Board and establish the distribution and level of responsibilities among the senior staff required to administer such activities. The structure shall be set out in an organization chart showing the number of full-time and part-time senior staff positions, as well as the title, classification and ranking of each position and the reporting relationship of each position.

This administrative structure shall be adopted and, if necessary, amended by resolution of the Council of Commissioners of the Board.

- 110)** The Board may convert full-time senior staff positions in a school into part-time positions.



CHAPTER 6 / STABILITY OF EMPLOYMENT

- 111) This chapter applies to a surplus of senior staff resulting from the abolition of senior staff positions or the replacement of a senior staff member who is not a JBNQA Beneficiary by a JBNQA Beneficiary.
- 112) A senior staff member's failure or refusal to comply with any of the provisions of sections 124 and 146 shall be considered a resignation unless justified to the satisfaction of the Placement bureau.
- 113) For the purposes of this chapter, "Placement bureau" means the "Regional Placement Bureau" or the "Provincial Placement Bureau".
- 114) The severance allowance provided for in sections 131 to 137 shall apply in the case of a senior staff member deemed to have resigned in accordance with section 112.

DIVISION I – PRELIMINARIES TO PLACEMENT ON AVAILABILITY

- 115) Where there is a surplus of senior staff following the abolition of a position, the Board takes into account the possibilities of retirement, leaves with or without pay, leaves for professional improvement, loans of service, replacement of staff on disability leave, movement of personnel and other measures to defer any surplus of senior staff or to readjust its staff numbers.

In the case of a movement of personnel resulting from the application of this section, the provisions of section 149 shall apply to the senior staff member, where applicable.

- 116) Where the surplus of senior staff cannot be eliminated through the application of section 115, the Board shall terminate the employment of a senior staff member who has less than 2 years of continuous service with the Board prior to the effective date of surplus unless the position becoming vacant cannot be filled from among the other senior staff members so as to readjust the number of personnel.

Notwithstanding the preceding paragraph, the senior staff member with less than 2 years of continuous service with the Board but who was relocated to the Board within the framework of job security provisions, is considered to have completed 2 years of continuous service with the Board.

- 117) The Board shall notify the senior staff member in writing at least 60 days prior to the date of layoff.
- 118) A senior staff member who is laid off as a result of a surplus may avail himself, at his request, the services of the Placement Bureau for up to a year following the date of the layoff notice. Should the senior staff member be rehired by the Board during the 12-month period after the date of his layoff, length of service with the Board shall continue to accumulate as of the date of his reengagement.



DIVISION II – PLACEMENT ON AVAILABILITY

- 119)** The Board shall place the senior staff member in surplus on availability.
- 120)** In this case, the Board shall draw up a list of senior staff member to be placed on availability for the following school year on the basis of criteria established by the Board.
- 121)** The Board notifies the senior staff member in writing at least 60 days before he is placed on availability.
- 122)** A senior staff member may substitute himself for a senior staff member who is on the list of persons to be placed on availability provided the Board agrees to the substitution and that the substitution be carried out within the time limit preceding the placement on availability.

DIVISION III – USE OF SENIOR STAFF ON AVAILABILITY

- 123)** As of the date of his placement on availability and as long as he has not been reassigned or relocated, senior staff member retains his classification. The senior staff member's salary, determined on the basis of the rules respecting salary review on the date of his placement on availability, shall be maintained throughout the period he is placed on availability.

Notwithstanding the preceding paragraph, a senior staff member temporarily assigned, within the meaning of section 36, to a position where the maximum salary is equal to or more than the maximum of his former salary scale shall receive the remuneration specified in section 37 for the duration of this temporary assignment.

- 124)** A senior staff member on availability must accept any duty for which he is qualified at the Board² or in another agency in the public or parapublic sector in his administrative region under the terms of a loan of service agreed upon by the Board, the Placement Bureau and the agency concerned. The Board shall consult the senior staff member to this effect.

However, in the event that such a reassignment would require senior staff member assigned to the administrative office situated in the greater Montréal area to relocate to one of the communities of Nunavik, the provisions of Division VI of this chapter shall apply.

- 125)** The senior staff member who is not a JBNQA Beneficiary and who is assigned to the administrative office situated in the greater Montréal area and is placed on availability or who, being on availability, has been reassigned to the administrative office situated in the greater Montréal area must accept, within 10 days of its being offered in writing, any full-time regular position for which he is qualified with the Board or with another school board or agency of the public and parapublic sectors in administrative regions 06.1, 06.2 or 06.3.
- 126)** The senior staff member who is a JBNQA Beneficiary and who is placed on availability within the framework of this chapter may inform the Board, within 30 days of his being placed on availability, that he will agree to an assignment only to the community where he was assigned at the time of his placement on availability or, as the case may be, to the community specified as his point of departure at the time of hiring. In this case, the senior staff member shall benefit from the following provisions as of the 90th day from the date on which he was placed on availability if he is still on availability on that date:

² Either at the administrative office in the greater Montréal area or in one of the communities of Nunavik.



- a) the Board and the Ministère shall form a committee of two representatives from each party to discuss the case of the senior staff member concerned;
- b) the committee shall consult the senior staff member concerned on the following options:
 - 1) severance allowance as per the provisions of sections 131 to 137;
 - 2) a retraining program for a maximum duration of one year to allow the senior staff member concerned to take on a pre-identified position with the Board in one of the communities of his choice insofar as this position could be made available;
 - 3) a retraining program of a maximum duration of one year to allow the senior staff member to take on a pre-identified position with another employer in one of the communities of his choice, insofar as this position could be made available;
 - 4) any other solution agreed to by all members of the committee including the senior staff member.

If more than one option is deemed possible, the senior staff member may choose, from among the options proposed by the committee, the one he finds most suitable.

In the case of the application of subparagraphs 2 and 3 of the preceding paragraph b), the senior staff member concerned shall remain on availability for the duration of his retraining program, shall follow the program and shall not be entitled to severance pay. The program may exceed the maximum period of one year if all members of the committee agree. Unless the committee decides otherwise, the senior staff member who does not successfully complete the program is deemed to have resigned from the Board and shall lose all the benefits under this By-law including the right to severance pay. The senior staff member who successfully completes the retraining program must take on the pre-identified position with the Board or another employer, as the case may be. In this latter case, his employment with the Board shall be terminated.

- 127)** The senior staff member assigned to one of the communities of Nunavik, who is not a JBNQA Beneficiary and who is placed on availability shall benefit from the following provisions as of the 90th day from the date on which he was placed on availability if he is still on availability as of that date:
- a) the Board and the Ministère shall form a committee of two representatives from each party to discuss the case of the senior staff member concerned;
 - b) the committee shall ask the senior staff member to which administrative region he would like to be relocated;
 - c) the committee shall relocate the senior staff member concerned to one of the administrative regions of his choice according to the preceding subparagraph b) unless the representatives of the Ministère on the committee decide that relocating the senior staff member to another school board in that region would be difficult; in this latter case, the committee shall decide in which region he will be reassigned.
- 128)** An administrative region is one established by the Ministère in its map of school boards. The list of administrative regions is given in Schedule 10 of this By-law.



DIVISION IV – MEASURES TO REDUCE THE NUMBERS OF SURPLUS AND PLACEMENTS ON AVAILABILITY

§1. Severance allowance

- 129)** The senior staff member on availability who resigns from the Board shall receive the severance allowance provided under sections 131 to 137.
- 130)** The Board may grant the severance allowance prescribed in sections 131 to 137 to any other senior staff member who resigns from the Board provided that such resignation reduce the number of persons in surplus or on availability at the Board.
- 131)** The severance allowance is equal to 1 month of salary for every year of service with the Board.
- 132)** The severance allowance may not be more than 6 months of salary or less than 2 months of salary.
- 133)** Notwithstanding sections 131 and 132, a senior staff member who has already received a severance allowance as a senior staff or senior staff member is entitled only to the difference between the severance allowance already received and the amount of the new allowance calculated in accordance with this subdivision.
- 134)** An amount equal to the first 2 months of salary is paid to the senior staff member at the time of his departure. As of the third month, the senior staff member shall receive one month of salary every month until the entire severance allowance benefit is fully paid. Should the senior staff member be hired by an agency in the public and parapublic sectors, the severance allowance payments shall cease immediately.
- 135)** The severance allowance does not include accumulated vacations nor the amounts reimbursed for sick-leave days.
- 136)** The severance allowance does not apply in the case of a senior staff member eligible for a pension equal to 70% or more of his average pensionable salary.
- 137)** The senior staff member who accepts the severance allowance foregoes the other provisions in this chapter and this of the chapter dealing with recourse.

§2. Pre-retirement leave

- 138)** Subject to section 141, the senior staff member placed on availability shall benefit from the pre-retirement leave under this subdivision, at his request, provided that he receives a retirement pension by virtue of a pension plan at the end of this leave.
- 139)** The Board may, at a senior staff member's request, grant the preretirement leave prescribed in this subdivision provided that:
- 1) such a measure contributes to a reduction in the number of persons in surplus or on availability at the Board;
 - 2) subject to section 141, the senior staff member must receive a pension by virtue of a pension plan at the end of this leave.
- 140)** The length of the pre-retirement leave may not exceed 1 year.



- 141) Sick-leave days which may be used for pre-retirement purposes, under sections 4 to 8 of Schedule 11, are not included in the pre-retirement leave provided for in section 140.
- 142) The senior staff member taking pre-retirement leave is still entitled to the reimbursement of redeemable sick-leave days not used for pre-retirement purposes.
- 143) The senior staff member's accumulated vacations are not included in the pre-retirement leave.
- 144) The senior staff member on pre-retirement leave is entitled to the benefits provided for in this By-law with the exception of salary insurance plan, premiums for regional disparities, retention premiums, parental rights and vacations, inasmuch as these benefits are compatible with the nature of the leave.
- 145) By accepting preretirement leave, a senior staff member is deemed to have resigned at the end of the leave, and the provisions of subdivision 1 of this division dealing with severance allowances do not apply.

§3. Relocation of senior staff member on availability

146) A senior staff member on availability is required to comply with the following:

- 1) subject to Division VI of the present chapter, where applicable, to accept any available senior staff or manager position at the Board, for which he is qualified;
- 2) subject to Division VI of the present chapter, where applicable, to accept any teaching or professional position, or support staff position in the case of a manager, which is available at the Board and for which he is qualified. The Board shall consult the senior staff member to this effect;
- 3) to accept, within 15 days of receipt, any employment offer for a position of senior staff for which he is qualified in another agency in the education sector in administrative regions 06.1, 06.2 or 06.3; such an offer shall be sent to the senior staff member by registered or certified mail;
- 4) at the end of his first year on availability, to accept, within 15 days of receipt, any employment offer for a position for which he is qualified as teacher or professional, or support staff in the case of a manager, in another agency in the education sector in administrative regions number 06.1, 06.2 and 06.3; such an offer shall be sent to the senior staff member by registered or certified mail;
- 5) at the end of his second year on availability, to accept, within 15 days of receipt, any employment offer for a position of senior staff or manager for which he is qualified in another agency in the education sector, except for agencies located in the 3 administrative regions farthest from his workplace as determined by the Placement Bureau; such an offer shall be sent to the senior staff member by registered or certified mail;
- 6) at the request of the Placement Bureau, to attend a selection interview for the purposes of his relocation in accordance with subparagraphs 3, 4 and 5 of this section; the request shall be sent to the senior staff member by registered or certified mail. In this case, the senior staff member's expenses shall be reimbursed by the Board according to its current policy.



The Board shall interview every senior staff member on availability referred by the Placement Bureau.

- 147)** As of the date on which a senior staff member is placed on availability, the Board reassigns him to the first available position of senior staff or, failing that, to a teaching or professional position, or a support staff position in the case of a manager, for which the senior staff member is qualified.
- 148)** Unless otherwise provided, a senior staff member reassigned to a teaching, professional or support staff position shall no longer be governed by this By-law.
- 149)** The salary readjustment procedure under sections 42 to 44 shall apply to the senior staff member on availability assigned to another senior staff position or to a teaching, professional or support staff position, as the case may be, where his new salary is less than what he was receiving while on availability, irrespective of the two-year limit prescribed in section 44.
- 150)** The provisions of Schedule 11 concerning sick-leave days apply to the senior staff member who is assigned to a teaching, professional or support staff position at the Board.
- 151)** A senior staff member in a school or centre assigned to a teaching or professional position shall be registered on an eligibility list of the Board for a maximum period of one year as of the date of his assignment, with priority for the same position in the same or lower class or for a senior staff position in a school or centre of a lower level.
- 152)** A senior staff member relocated to a position of senior staff or to a teaching, professional or support staff position in another agency in the education sector shall be reimbursed by the Board for his bank of redeemable sick-leave days. Furthermore, a senior staff member's non-redeemable sick-leave days shall also be transferred with him and the provisions of Schedule 11 concerning non-redeemable sick-leave days shall continue to apply.
- 153)** The senior staff member who, following the Board's evaluation of his performance, is non-reengaged either during or at the end of the school year in which he is relocated shall return to the Board that placed him on availability, and the provisions of Divisions III and IV of this chapter shall apply. In this case, the period on availability prior to the transfer is taken into account when applying section 146.
- 154)** The senior staff member referred to in sections 147 to 152 continues to accumulate years of service for purposes of annual vacation.
- 155)** The provisions of Schedule 6 relating to moving expenses apply in the case of the senior staff member transferred to another educational agency under subparagraphs 3 to 5 of section 146.
- 156)** A senior staff member on availability who, at the request of the Placement Bureau, agrees to be relocated to another administrative region during his first 2 years on availability shall receive from the Board an indemnity equal to 2 months of salary. This indemnity shall however be equal to 4 months of salary in the case of the senior staff member on availability who agrees to be relocated to one of the 3 administrative regions farthest from his place of work as determined by the Placement Bureau. Moreover, sections 152 to 155 shall apply.



DIVISION V – REPLACEMENT / JBNQA BENEFICIARY

- 157)** The Board may replace a senior staff member who is not a JBNQA Beneficiary by a qualified JBNQA Beneficiary.
- 158)** The replacement provided for in section 157 takes place on the date determined by the Board.
- 159)** The Board notifies, in writing, the senior staff member who is so replaced at least 6 months before the effective date of his replacement.
- 160)** For the purposes of this division, a “qualified JBNQA Beneficiary” shall mean a beneficiary as set in section 1, who meets the requirements set by the Board.
- 161)** The senior staff member who has completed less than 2 years of service with the Board and who is replaced pursuant to sections 157 to 160, has his employment with the Board terminated as of the effective date of his replacement.
- 162)** The senior staff member who has completed 2 years of full-time regular and continuous service with the Board and who is replaced pursuant to sections 157 to 160 shall benefit from the provisions of this chapter as if he were in surplus.
- 163)** The Board may, at any time replace a senior staff member hired on a temporary basis who is not a JBNQA Beneficiary by a JBNQA Beneficiary and this, without any compensation or premium.

DIVISION VI – RELOCATION OF THE ADMINISTRATIVE OFFICE

- 164)** This division shall apply in the event of the relocation of the senior staff member’s point of assignment from the greater Montréal area to one of the communities of Nunavik.
- 165)** The Board shall notify the senior staff member in writing at least 12 months before the expected date of the relocation contemplated in section 164.
- 166)** The senior staff member affected by this relocation is, as of the date of the relocation, reassigned to the same position in the community to which his position is relocated. The senior staff member concerned is entitled to the same moving expenses as provided for in the Collective Agreement of the professionals.
- 167)** The senior staff member who does not wish to be reassigned pursuant to section 164 must notify the Board of this fact in writing no later than 90 days following the notice sent to him in accordance with section 165. Failure to notify the Board in this timeframe nullifies all rights to the benefits under sections 168 and 169 should the senior staff member refuse this reassignment after this deadline.



168) The senior staff member who does not wish to be so reassigned and who notifies the Board as provided in section 167 is deemed to have resigned as of the effective date of the relocation. In such a case, the senior staff member receives severance allowance equal to 1 month of salary per complete year of service at the time of the relocation. This severance allowance is limited however to a maximum of 12 months of salary.

169) Notwithstanding section 168, the senior staff member who has, on the date set for the relocation of his position to one of the communities of Nunavik, at least 2 complete years or service with the Board, may avail himself of the provisions of this chapter as if he were on availability and this, for the period specified in the following chart as of the date set for the relocation.

Complete years of service	Maximum period on availability
2	6 months
3	8 months
4	10 months
5	12 months
6	14 months
7	16 months
8	18 months
9	20 months
10 or more	24 months

In such case the senior staff member shall be assigned to the Montréal Regional Placement Bureau and the following provisions shall apply:

- A) for the senior staff member who is not a JBNQA Beneficiary as well as for the Beneficiary who chooses to remain on availability in the Montréal region;
 - sections 112, 113, 123, 124, 125 and sections 129 to 156 apply, it being understood that the senior staff member is not required to accept a position in or reassignment to one of the communities of Nunavik;
- B) for the senior staff member who is a JBNQA Beneficiary and who chooses to remain on availability in one of the communities of Nunavik other than that to which his position has been reassigned in accordance with section 38 of this By-law;
 - sections 112, 113, 123, 124, 129 to 145 and 147 to 156 apply;
 - in this case, the senior staff member must accept any assignment or position for which he is qualified offered to him by the Board or any other agency of the public and parapublic sectors in that same community;
- C) any other provision agreed to by the senior staff member and the Montréal Regional Placement Bureau.

Failing relocation of the senior staff member at the end of this period of 1 or 2 years, as the case may be, he shall benefit, subject to the provisions of sections 133 and 136, from the severance allowance provided for in section 168.

The senior staff member who is eligible for an availability period by virtue of this division may avail himself of an early departure premium if he decides not to avail himself of part or all of the availability period to which he is entitled. The granting of this early departure premium is subject to the following conditions:



1. The Board shall grant to the senior staff member, at his request, an early departure premium equal to 1 month of salary for each period of 4 full months of availability not used;
 2. The acceptance of the early departure premium entails the resignation of the senior staff member and he is no longer subject to this By-law;
 3. The senior staff member who is not affected by a relocation but whose request to replace another senior staff member affected by a relocation is accepted by the Board, shall also be entitled, at the time of his departure, to a premium equal to 1 month of salary for each period of 4 full months of availability to which he would have been entitled had he been affected by a relocation;
 4. The departure premiums provided for in this section are in addition to the severance allowance to which the senior staff member is entitled in section 168 and are paid according to the same terms and conditions.
- 170)** Notwithstanding the provisions of sections 168 and 169, the senior staff member who does not accept to relocate with his position in accordance with section 166 but who accepts, at the request of the Board, a temporary assignment in one of the communities of Nunavik for a fixed period of no more than 2 years for purposes of training or reorienting his replacement or to provide stability and continuity of Board operations during this period shall continue to benefit from the provisions of this By-law for the duration of said temporary assignment and the provisions of sections 168 and 169 shall take effect on the termination date of this assignment.

Notwithstanding the preceding paragraph, only Divisions 3 and 4 and section 11 of Division 6 of Schedule 6 shall apply; as well, on completion of the assignment the senior staff member's all-terrain vehicle or motorcycle shall be returned by air-cargo if it cannot be shipped by boat within the month following the departure of the senior staff member from his point of assignment.

This section shall be implemented by a written agreement between the senior staff member and the Board. This agreement shall include the following stipulations:

1. In the case of an assignment expected to extend over more than 12 months, the Board may terminate the agreement, by sending a written notice to the senior staff member at least 90 days prior to the end of the initial twelve-month period. This decision of the Board to terminate the agreement may not be contested by the senior staff member.

In this case, the senior staff member shall benefit from the provisions of sections 160 and 161 as of the termination date stipulated in the notice sent by the Board.

Furthermore, the Board will reimburse the senior staff member for one return trip to his point of departure and up to 3 days of accommodations, within the limits set by the Board policy on travel expenses, for purposes of arranging for new accommodations for himself and his dependants.

2. The senior staff member may terminate the agreement at any time with a written notice sent to the Board at least 4 weeks in advance.

In this case, the provisions of sections 168 and 169 shall apply but the period of availability provided for in section 169 shall, in this case, be reduced by the period of time during which the agreement was in effect unless the senior staff member and the Board agree otherwise.



3. Notwithstanding the provisions of the preceding paragraph 2, the senior staff member who must terminate the agreement for reasons of disability, maternity leave or parental responsibilities or for any other reason accepted by the Board shall benefit from the provisions of sections 168 and 169 as of the date on which he is no longer capable of performing the duties contemplated in the agreement. The Board may request documents to substantiate the grounds for terminating the agreement.
4. In all cases, the time worked within the framework of the agreement shall constitute service for the purposes of sections 168 and 169.



CHAPTER 7 / OTHER CONDITIONS OF EMPLOYMENT

DIVISION I - PROBATION

171) The senior staff member who is not an employee of the Board and who is appointed for the first time within the Board to a position referred to in Schedule 1 shall be subject to a probationary period of 2 years less one day of active service during which or immediately at the end of which the Board shall determine his capacity to perform the duties of this position and during which or immediately at the end of which the Board may terminate his employment.

The individual whose employment is terminated by virtue of the preceding paragraph shall not be entitled to the recourse and appeals procedure provided for in this By-law.

172) The senior staff member who is an employee of the Board and who is appointed to a position referred to in Schedule 1 shall be subject to a probationary period of 2 years less one day of active service during which or immediately at the end of which the Board shall determine his capacity to perform the duties of this new position and during which or immediately at the end of which the Board may revert him to his former position. The senior staff member thus reverted to his former position may not contest the decision of the Board.

173) The probation period may in cases of lateral movement be reduced or waived when deemed appropriate. The Board may also reduce or waive the probation period in exceptional circumstances when the experience, qualifications, etc. of the senior staff member warrants it.

174) The probation period may be extended when deemed necessary, but the total probation period must be less than 24 months. Any absence during the probation period shall be added to that period.

DIVISION II – ANNUAL VACATIONS

175) The Board determines the annual vacations plan in it's a policy.

176) A senior staff member shall be entitled to the following vacations:

- 25 days, for less than 5 years of continuous service with the Board;
- 30 days, for 5 years and more of continuous service with the Board.

Senior staff members in a school or centre shall take their vacations during the summer vacation period. However, the employee unable to take his vacation during that period may take up to 4 weeks during the school year following an agreement with the Board.

The other terms and conditions concerning annual vacation are determined in the Board's policy.

177) Notwithstanding sections 175 and 176, in the case of one or more disability periods of more than 6 cumulative months during the preceding school year, the number of vacation days pursuant to sections 175 and 176 shall be reduced in proportion to the number of working days when the senior staff was not entitled to his salary. A disability period following a work accident is not considered a leave without pay for the purposes of this section.

178) Annual vacations are acquired by the end of each school year.



179) The vacations of an employee of the Board who is assigned on a regular basis to a senior staff position shall be determined in proportion to the number of months worked in this capacity during the school year of his appointment regardless of the date on which he took on the position.

180) For any partial year of employment, vacation shall be calculated in proportion to the number of months worked in relation to the preceding school year.

181) Vacation days are not redeemable unless the senior staff member leaves the Board.

In such a case, a senior staff member unable to take all or part of his acquired vacation shall receive a vacation allowance prorated to the duration of employment in the school year prior to his departure.

182) The compensation referred to in section 181 is calculated on the basis of 1/260th of the annual salary for each day of vacation not taken.

DIVISION III – SPECIAL LEAVES AND LEAVES FOR FAMILY RESPONSIBILITIES

183) The provisions concerning special leaves and leaves for family responsibilities applicable to professionals in the employ of the Board shall apply to senior staff members (see Section E of Supplementary and References).

184) A senior staff member who is absent without pay for the reasons and under the conditions specified in sections 79.8 to 79.16 of the Act respecting labour standards (R.S.Q., c. N-1.1) must inform the Board of the reason for the absence as soon as possible and provide proof thereof.

During the absence without pay, the senior staff member shall accumulate his experience for the purposes of determining his salary up to the maximum leave period prescribed in the Act respecting labour standards for the leave and his service shall not be interrupted. He shall continue to participate in the compulsory basic health insurance plan applicable to him by paying his share of the premiums.

In addition, he may continue to participate in the other group insurance plans that he had prior to the leave after submitting an application at the beginning of the leave. If the senior staff member pays his share of the insurance plan premiums, the Board shall also pay its own, if need be, up to the maximum leave period prescribed in the Act respecting labour standards.

Upon his return, the senior staff member shall be reinstated in the position prescribed in section 47 of Schedule V, Parental Rights.

DIVISION IV – SPECIAL LEAVES FOR MEDICAL EXAMINATIONS

185. The Board, upon request, shall permit a senior staff member to be absent for a maximum of 10 days without loss of salary during the time when:

- 1) the manager undergoes medical examinations;
- 2) the manager must escort for medical examinations:
 - his or her child or the child of his or her spouse
 - his or her grandchild,
 - his or her spouse,



- father, mother,
- father in law, mother in law,
- brother, sister
- brother in law, sister in law,
- one of his or her grandparents,

These medical examinations shall be determined by the authority of health care services in Nunavik and services must be referred to:

- a Health Center in Nunavik which is not in her or his community or;
- a Health Center outside Nunavik and is supported by the Northern Quebec Module.



CHAPTER 8 / RECOURSE

186) For the purposes of this chapter and with any modifications that the circumstances may require, the expression "association of senior staff" means the senior staff member himself when the latter is not a member of an association.

187) This chapter does not apply to a senior staff member on probation.

Notwithstanding the first paragraph, this By-law applies to a senior staff member on probation wishing to contest the application or interpretation of the By-law as prescribed in the first paragraph of section 188. This chapter also applies to a senior staff member who was laid off under section 116 when the disagreement deals with the application of that section with respect to the condition of 2 years of service with the Board or of section 117 concerning the 60-day notice.

DIVISION I – NOTICE OF DISAGREEMENT

188) A disagreement between a senior staff member and the Board concerning the application or interpretation of this By-law shall be submitted to the Board according to the procedure prescribed in section 189 and following.

If a disagreement between a senior staff member and the Board results from the dismissal, termination of employment, suspension without pay or assignment to another senior staff position or a teaching, professional or support staff position, the senior staff member shall forward a notice of disagreement directly to the Appeals Committee within 20 working days of receiving the Board's written notice.

189) The notice of disagreement must contain the name of the senior staff member concerned, a statement of the facts giving rise to the disagreement and the required corrective measure or measures, the foregoing without prejudice.

The senior staff member shall forward his notice of disagreement to his association within 20 working days of the fact or knowledge of the fact giving rise to the disagreement, but no later than 6 months after the fact giving rise to the disagreement.

The association shall have 20 working days of the date on which it receives the notice of disagreement in which to submit the disagreement to the Board. The Board and the association shall meet within 20 working days of receiving the notice of disagreement in order to discuss it and, if possible, reach an agreement. The senior staff concerned shall be so informed and shall be entitled to attend such a meeting.

190) Within 20 working days after the meeting is held, the Board shall inform the senior staff member in writing of its decision concerning the notice of disagreement and shall forward a copy to the association.

If the senior staff member is not satisfied with the response or has not received the Board's response within the time limit prescribed in this section, he may, within 20 days, submit his disagreement in writing to the Appeals Committee.



DIVISION II – APPEAL COMMITTEE

191) The disagreement referred to in the second paragraph of section 188 or in the second paragraph of section 190 shall be forwarded to the first chairman of the Appeals Committee, with a copy to the Board. The address of the first chairman of the Appeals Committee is:

Greffe des Comités de recours et d'appel,
575, rue Saint-Amable, 2^e étage,
Québec (Québec) G1R 5Y8

192) The Appeals Committee shall be composed of a chairman designated under section 193. The association and the school board may each designate an assessor to sit with the chairman and participate in the deliberations. The assessors shall not take part in the final decision.

193) The representative of the association shall have 20 working days of the date on which the notice of disagreement was filed with the Appeals Committee in which to designate a chairman.

Failing agreement on the choice of a chairman within the time limit prescribed, the first chairman of the Appeals Committee shall appoint the chairman from a list of names approved by the Comité consultatif concerned.

194) The Appeals Committee shall summon the parties within 20 working days of the appointment of the chairman of the Appeals Committee to study the disagreement. It shall proceed in the manner it determines, subject to the following provisions:

1) where notice of disagreement deals with a provision of the second paragraph of section 188, a preparatory session shall be held, the date of which shall be set by the chairman of the Appeals Committee during which the parties shall discuss with the chairman the following elements without prejudice:

- (a) the list of documents to be filed;
- (b) the number of witnesses;
- (c) the anticipated duration of the evidence;
- (d) the admissions;
- (e) the preliminary objections;
- (f) the methods to be used to expedite the hearing and to render it more effective;
- (g) any other issue determined by the chairman;

2) the chairman of the Appeals Committee shall forward a notice to the records office of the Comités de recours et d'appel no later than 20 working days prior to the hearing date of the Appeals Committee, confirming the date of the latter.

195) The Appeals Committee shall verify whether the notice of disagreement is admissible and shall dispose of the preliminary objections, where applicable.



196) Where the notice of disagreement related to paragraph 1 of section 188 deals with the application or interpretation of the following provisions of this By-law, the Appeals Committee shall determine whether the Board's decision complies with the provisions of the By-law:

- (1) Chapter 1, Definitions and Application
- (2) Chapter 3, Remuneration
- (3) Chapter 6, Stability of Employment, except section 110
- (4) Divisions II and III of Chapter 7, Other Conditions of Employment
- (5) Chapter 8, Recourse
- (6) Schedule 4, Progressive Retirement Plan, except section 1
- (7) Schedule 5, Parental Rights
- (8) Schedule 6, Moving Expenses
- (9) Schedule 7, Sabbatical Leave Plan with Deferred Salary, except section 1
- (10) Schedule 8, Gradual Preretirement
- (11) Schedule 9, Part-time Senior Staff
- (12) Schedule 10, Administrative Regions
- (13) Schedule 11, Former Banks of Sick-leave Days

Where the Appeals Committee determines that the decision does not comply with the provisions of this Regulation, it may change the decision wholly or in part.

197) Where the disagreement referred to in the first paragraph of section 188 deals with the application or interpretation of the provisions of this Regulation, other than those mentioned in the preceding section, the Appeals Committee shall study the disagreement, carry out its investigation, if need be, and shall forward its recommendations to the parties.

Subsequently, the Board shall forward its written decision to the senior staff member concerned along with the reasons underlying the decision within 20 working days of the date on which it receives the recommendations of the Appeals Committee. A copy of the decision shall be forwarded to the members and to the first chairman of the Appeals Committee.

198) Where a disagreement deals with a dismissal, termination of employment, suspension without pay, termination of employment or assignment to another senior position or to a teaching, professional or support staff position, the Appeals Committee shall determine whether the reasons for the Board's decision are fair and sufficient.

Where the Appeals Committee considers that the reasons for the school board's decision are not fair or sufficient, the parties shall have 20 working days of the Appeals Committee's decision in which to find a satisfactory solution.

Where agreement is reached, the parties shall jointly inform the chairman of the Appeals Committee, who shall terminate the proceedings.

Where no agreement is reached upon the expiry of the time limit prescribed in the second paragraph, the Appeals Committee shall determine, if need be, the amount of compensation for the actual loss of salary incurred and may:



- 1) In the case of a dismissal, termination of employment or assignment to another position:
 - a) for any senior staff member other than a manager, order the Board to reinstate him in a senior staff position, other than a manager position, determined by the Board;

in the case of a manager, order the Board to reinstate him in a manager position determined by the Board.

However, a senior staff member whose salary in his new position is less than that of his former classification shall receive the progressive salary according to his former classification;
 - b) order the Board to reinstate the senior staff member in a position for which he is qualified as determined by the Board. Moreover, the Appeals Committee may order the Board to apply the salary readjustment mechanism described in sections 42 to 44, without regard to the two-year limit prescribed in section 44;
 - c) order the Board to pay the senior staff member a compensation for damages equal to 2 months of salary for every year of service as in a senior staff position ; this compensation may not be less than 3 months of salary nor greater than 12 months of salary.
- 2) In the case of a suspension without pay, order the reimbursement of salary and fringe benefits.

199) The decision of the Appeals Committee may, under no circumstances, have the effect of amending, subtracting or adding to the provisions of this By-law.

The decision or recommendation of the Appeals Committee shall be conveyed to the parties within 30 working days of the last hearing date. However, the decision shall not be void if it is conveyed after the period prescribed.

Except for the power to make recommendations prescribed in section 197, the decision of the Appeals Committee shall be final and shall bind the parties.

The Board shall apply the decision of the Appeals Committee within 20 working days of its receipt.

Notwithstanding the preceding paragraph, a senior staff member may refuse to have the provisions of paragraph a or b of subparagraph 1 of section 198 applied to him within a period not exceeding 10 working days of the Appeals Committee's decision. In this case, the senior staff member is deemed to have resigned and shall receive compensation for damages provided for in section 198 in addition to the compensation for the actual loss of salary incurred as set by the Appeals Committee.

200) The fees and expenses of the chairman of the Appeals Committee shall be borne by the party that submitted the disagreement if the latter is rejected, and by the party to which the disagreement was submitted, if it is allowed. If the disagreement is allowed in part, the Appeals Committee shall determine the proportion in which the fees and expenses shall be paid by each party.



The fees and expenses of the chairman of the Appeals Committee shall be borne by the party that requested the postponement of a preparatory session or hearing. In the case of a joint request, the expenses shall be shared equally by the parties.

The fees and expenses of the chairman of the Appeals Committee shall be borne by the party that submitted the disagreement and that subsequently withdraws it.

If an agreement is reached to settle a disagreement pursuant to section 203, the fees and expenses of the chairman of the Appeals Committee shall be shared equally by the parties.

If the disagreement deals with the dismissal of a senior staff member, the fees and expenses of the chairman of the Appeals Committee shall be borne by the Minister.

201) The fees and the expenses of the assessors designated by the two parties shall be borne by each party respectively.

202) The senior staff member who is dismissed, whose employment is terminated or who is suspended without pay and who submits his case to the Appeals Committee shall continue to participate in the standard life insurance plan. Furthermore, he continues to participate in the compulsory basic health insurance plan and accident insurance plan by paying both his premiums and the Board's contribution and he may also continue to participate in the other insured plans in accordance with the provisions of the master policy until such time as the Appeals Committee renders its decision or the parties reach a settlement, provided a written request to that effect is forwarded to the insurance company concerned within 90 days of the date of his dismissal, termination of employment or suspension without pay. The senior staff member who continues to participate in all the insured plans shall also continue to participate in the survivor's pension plan by paying the premium set by the *Conseil du trésor* to cover the cost of the plan.

In the event of a decision rendered by the Appeals Committee in favour of the senior staff member or a settlement reached by the parties, the senior staff member shall be entitled to the reimbursement of the contributions normally paid by the Board for the insured plans and the premiums paid to cover his continued participation in the survivor's pension plan, retroactively to the date of his dismissal, termination of employment and, should the senior staff member be reinstated, any total disability that began since that date shall then be recognized.

203) At any time, the Board and the senior staff member may reach an agreement to settle the dispute with respect to a disagreement submitted under this chapter. This agreement may deal with any of the elements referred to in section 198.



CHAPTER 9 / CIVIL RESPONSIBILITY

204) The Board shall assume responsibility for the defence of the senior staff member concerning an error committed in the performance of his duties.

The Board shall not make any claim against the senior staff member in this respect unless a civil court has determined in a final judgment that there was gross and intentional negligence on the part of the senior staff member.

SCHEDULE 1 / JOB DESCRIPTIONS AND REQUIRED MINIMUM QUALIFICATIONS

For the latest up-dated version, please contact the Kativik School Board Human Resources Department.

SCHEDULE 2 / CLASSIFICATION OF SENIOR STAFF POSITIONS

POSITIONS	Kativik Stratum
Directors of Education services, Human resources, Material resources, Finance, Students services and Adult & Vocational Education services (7 positions)	11*
Assistant-directors (Training & Research, Program development first language, Program development second language and Complementary services (4 positions)	9*
Secretary General & Associate Secretary General (2 positions)	9*
Coordinators of Education Services (of schools, Associate of schools, Information technology and Implementation), Human resources, Material resources , Finance and Adult & Vocational Education services (8 positions)	7*
Human Resources Management Consultants (4 positions)	6*
Transport manager & Maintenance managers (3 positions)	6*
Project manager (1 position)	5*
Administration Officer	4*
POSITIONS	Kativik Stratum
School Principal 250 to 499 students	10
School Principal < 249 students	9
School Vice Principal	8
School Administrative Assistant	5
POSITIONS	Kativik Stratum
Centre Director – Adult Education & Vocational Training Centre	8
Coordinator of Community School Services - Residence Manager	8
Centre Administrative Assistant	5

* Salary scales applicable are increased by 1.5% according to the basic agreement Ministry /KSB

SCHEDULE 3 / SALARY SCALE

As of 2015-04-01

CLASS	Rate as of 2015-04-01 (\$)		Kativik Rate as of 2015-04-01 (\$)	
	Minimum	Maximum	Minimum	Maximum
18	136 261	181 694		
17	128 732	171 644		
16	121 611	162 148	123 435	164 580
15	114 882	153 178		
14	108 528	144 703	110 156	146 873
13	102 522	136 696	104 060	138 746
12	96 852	129 136		
11	91 494	121 992	92 866	123 212
10	86 433	115 244		
9	81 650	108 871	82 467	109 960
8	77 134	102 846	77 905	102 846
7	71 838	95 783	72 556	96 741
6	66 915	89 207		
5	62 310	83 079	62 933	83 910
4	58 032	77 375	58 612	78 149
3	51 788	69 052		
2 (102)	55 671	64 704		
2 (101)	46 220	61 624		
1				

SCHEDULE 4 / PROGRESSIVE RETIREMENT PLAN

The provisions of this schedule apply to all senior staff members employed by the Board.

DIVISION 1 - APPLICATION

1. The progressive retirement plan shall be granted to the senior staff member whose request to that effect is approved by the Board.
2. The progressive retirement plan shall apply to the senior staff member who meets the following conditions:
 - 1) is a regular senior staff member, full-time or part-time whose time worked on an annual basis exceeds 40% of the time worked by a regular full-time senior staff member;
 - 2) participates in the government and public employees' retirement plan, teachers' pension plan or civil servants' pension plan;
 - 3) has attestation by the Commission administrative des régimes de retraite et d'assurances confirming that he will be entitled to a pension as of the expiration date of the agreement; such attestation must be sent to the Board together with the senior staff member's written request for progressive retirement;
 - 4) has concluded a written agreement with the Board.

DIVISION 2 - CONTENTS OF THE AGREEMENT

3. The senior staff member and the Board must conclude a written agreement according to the provisions of the laws and regulations governing the progressive retirement plan and the provisions of this schedule. This agreement must include the following:
 - 1) the duration of the plan which may be from 1 to 5 years;
 - 2) the proportion of time worked in each of the calendar years or parts of calendar years covered by the progressive retirement plan, which cannot be less than 40% of the time worked by a regular full-time senior staff member.

For the purposes of this paragraph, the expression "parts of calendar years" means the portion of the calendar year when the senior staff member's progressive retirement plan begins and that portion of the calendar year when it ends;
 - 3) the agency scheduling of the time worked;
 - 4) the commitment on the part of the senior staff member that he will retire at the expiry of the plan, subject to articles 11 and 12 of this schedule.

DIVISION 3 - OTHER TERMS AND CONDITIONS

4. Subject to the provisions of this schedule, the provisions prescribed by this By-law, adjusted in proportion to the time worked according to the agreement, shall apply to the senior staff member for the duration of the progressive retirement plan.
5. The salary of the senior staff member in progressive retirement shall be paid for the full calendar year or part thereof in proportion to the time worked in each of the calendar years or parts thereof as provided for by the agreement.
6. For the purposes of the senior staff member's pension plan, the following provisions shall apply for the duration of the progressive retirement plan:

- 1) the pensionable salary for the years or parts thereof covered by the progressive retirement plan is the salary that the senior staff member would have received or, for the period during which he received benefits under the salary insurance plan, to which he would have been entitled had he not availed himself of the progressive retirement plan;
 - 2) the credited service is the service that would have been credited if the senior staff member had not availed himself of the progressive retirement plan;
 - 3) the senior staff member's contributions to his pension plan shall be those that he would have paid had he not availed himself of the progressive retirement plan;
 - 4) if the senior staff member becomes disabled, the exoneration from contributing to his pension plan from the 4th to the 104th week of total disability shall be that to which he would have been entitled had he not availed himself of the progressive retirement plan.
7. For the purposes of the insurance plans, the following provisions shall apply for the duration of the progressive retirement plan:
- 1) except for the short-term salary insurance plan, the senior staff member shall benefit from the same coverage under the insurance plans as if he had not availed himself of the progressive retirement plan;

The short-term salary insurance plan shall apply in proportion to the time worked in each of the calendar years or parts of calendar years as provided for by the agreement excluding the sick-leave days used in accordance with article 14.08 of this schedule. Monetary benefits under this plan shall be paid for the duration of the disability up to but no later than the expiration date of the agreement;
 - 2) the group insurance premiums of the senior staff member and the Board shall be those that would have applied if the senior staff member had not availed himself of the progressive retirement plan.
8. For the duration of the plan, the senior staff member may use his credited sick-leave days to be exempted from performing some or all of his duties under the agreement. In this case, the terms and conditions respecting the use of credited sick-leave days for pre-retirement purposes provided in section 4 to 8 of Schedule 11 shall apply.
9. Subject to section 4 of this schedule and for the purposes of calculating vacation credits, each of the years or parts thereof under the progressive retirement plan shall constitute continuous service.
10. Should the senior staff member not be entitled to his retirement on the expiration date of the agreement, the agreement shall be extended to the date on which the senior staff member will be entitled to his pension.

Moreover, when the years or parts of years of service credited to the senior staff member are less than those estimated by the *Commission administrative des régimes de retraite et d'assurances*, the agreement shall be extended until such time as the years or parts of years of service credited to the senior staff member are equal to the estimate made by the *Commission administrative des régimes de retraite et d'assurances*.

11. If, while the plan is in progress, the senior staff member resigns and is hired by another school board or another agency in the education, higher education and science, health and social services or civil service sectors, the agreement shall be terminated unless the new employer agrees to carry on the agreement with the approval of the *Commission administrative des régimes de retraite et d'assurances*.
12. If the agreement is nullified or terminated due to circumstances referred to in the preceding article or to other circumstances stipulated in the implementation regulations Regulation made under the Act respecting the Government and Public Employees Retirement Plan (R.S.Q., c. R-10,), the Act respecting the Teachers Pension Plan (R.S.Q., c. R-11) or the Act respecting the Civil Service Superannuation Plan (R.S.Q., c. R-12), the pensionable salary, the credited service and the contributions for pension plan purposes shall be determined in each of the circumstances in the manner prescribed by these regulations.
13. The senior staff member may only avail himself once of the progressive retirement program.

SCHEDULE 5 / PARENTAL RIGHTS

DIVISION I – GENERAL PROVISIONS

1. Unless expressly stated otherwise, the provisions of this schedule may not have the effect of granting monetary or nonmonetary benefits that a senior staff member would not have received had the senior staff member remained at work.

For the purposes of this schedule, a "spouse" means either of two persons who:

- 1) are married or in a civil union and cohabiting;
- 2) are of opposite sex or the same sex and have been living together in a conjugal relationship and are the father and mother of the same child;
- 3) are of opposite sex or the same sex and have been living together in a conjugal relationship for at least one year.

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

2. Compensation for maternity, paternity or adoption leave shall be paid only as a supplement to parental insurance benefits or Employment Insurance benefits, as the case may be, or in the cases mentioned below, as payments during a period of absence for which the Québec Parental Insurance Plan and the Employment Insurance Plan provide no benefit.

However, maternity, paternity or adoption leave benefits shall be paid only during the weeks during which the senior staff member receives or would receive, after submitting an application for benefits, benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan.

In the case where the senior staff member shares the adoption or parental benefits prescribed by the Québec Parental Insurance Plan or the Employment Insurance Plan with his or her spouse, compensation shall be paid only if the senior staff member actually receives a benefit under one of the plans during the maternity leave prescribed in section 6 or 7, the paternity leave prescribed in section 25 or the adoption leave prescribed in section 33.

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

4. The Board shall not reimburse a senior staff member for an amount that could be claimed from the senior staff member by the Minister of Employment and Social Solidarity under the Act respecting parental insurance (R.S.Q., c. A-29.011) or by Human Resources and Skills Development Canada (HRSDC) under the Employment Insurance Act (Statutes of Canada, 1996, chapter 23).

5. The salary, deferred salary and severance payments shall not be increased or decreased by the amounts received under the Québec Parental Insurance Plan or the Supplementary Employment Insurance Benefits Plan.

DIVISION II - MATERNITY LEAVE

Leave Entitlement

6. A pregnant senior staff member covered by section 17 is entitled to 21 weeks of maternity leave which, subject to sections 11 and 12, must be consecutive. The pregnant senior staff member covered by section 21 or 22 is entitled to 20 weeks of maternity leave which, subject to sections 11 and 12, must be consecutive.

The senior staff member who is eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan, but who has not completed the 20 weeks of service prescribed in sections 17 and 21 is also entitled to a leave of 21 or 20 weeks, as the case may be.

The senior staff member covered by section 22 is entitled to a leave of 20 weeks if she has not completed the 20 weeks of service prescribed in that section.

Maternity leave may be for a shorter duration than the durations mentioned in the preceding paragraphs. A senior staff member who returns to work, within two weeks following the birth, must produce, at the Board's request, a medical certificate attesting that she has sufficiently recovered to return to work.

7. A senior staff member who becomes pregnant while on leave without pay or prescribed in this schedule is also entitled to maternity leave and to the benefits prescribed in sections 17, 21 and 22.

8. Where there is termination of pregnancy after the beginning of the 20th week preceding the expected date of delivery, a senior staff member is also entitled to maternity leave.

9. Where the spouse of a senior staff member dies, the remainder of the maternity leave and the rights and benefits attached thereto shall be transferred to the senior staff member.

Terms and Conditions of Maternity Leave

10. The distribution of maternity leave before and after delivery shall be decided by the senior staff member. However, the leave of the senior staff member eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan shall be concurrent with the period during which benefits are paid under either one of these plans and must begin no later than the week following the start of benefit payments.

11. A senior staff member may suspend her maternity leave and return to work if she has sufficiently recovered from delivery and the child is unable to leave the health institution. It shall be completed when the child is brought home.

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

12. At the senior staff member's request, a maternity leave may be divided into weeks if her child is hospitalized or due to a situation, other than illness related to pregnancy, covered by sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (R.S.Q., c. N-1.1):

The maximum number of weeks during which the maternity leave may be suspended corresponds to the number of weeks during which the child is hospitalized. For any other possible divisions of the leave, the maximum number of weeks during which the leave is suspended is prescribed in the Act respecting labour standards (R.S.Q., c. N-1.1) for such a situation.

During such suspensions, the senior staff member is considered on leave without pay and shall not receive any allowance or benefit from the Board. The senior staff member shall receive the benefits prescribed in section 45 during the suspension.

13. When the senior staff member resumes the maternity leave suspended or divided under section 11 or 12, the Board shall pay the senior staff member the allowance to which she would have been entitled had she not suspended or divided the leave. The Board shall pay the allowance for the number of weeks remaining under section 17, 21 or 22, as the case may be, subject to section 2.

14. If the birth occurs after the expected date, the senior staff member is entitled to extend the maternity leave for the length of time the birth is overdue, unless she already has at least two weeks of maternity leave remaining after the birth, unless she already has at least two weeks of maternity leave remaining after the birth.

Furthermore, a maternity leave may be extended if the state of health of the child or of the senior staff member requires it. The duration of extended maternity leave shall be specified in the medical certificate that the senior staff member must provide.

During the extensions, the senior staff member is considered on leave without pay and shall not receive any allowance or benefit from the Board. During such extensions, the senior staff member shall be covered by section 56 during the first six weeks and subsequently by section 45.

15. During the fourth week preceding the expiry date of a maternity leave, the Board shall send the senior staff member a notice indicating the date on which the leave expires. A senior staff member to whom the Board has sent the notice described above must report for work on the date on which her maternity leave expires, unless the leave has been extended in the manner prescribed in Division V.

A senior staff member who does not comply with the preceding paragraph is deemed on leave without pay for a period not exceeding four weeks. At the end of that period, the senior staff member who has not reported for work is deemed to have resigned.

16. To obtain maternity leave, a senior staff member must give notice to the Board not less than three weeks before the date of departure. The notice must be accompanied by a medical certificate or a written report signed by a midwife attesting to the pregnancy and the expected date of delivery.

Less than three weeks' notice may be given if a medical certificate attests that the senior staff member must stop working earlier than expected. In case of unforeseen events, the senior staff member shall not be required to give notice, subject to submitting a medical certificate to the Board stating it is necessary to stop working immediately.

Entitlement of a senior staff member to an allowance under the Québec Parental Insurance Plan

17. A senior staff member who has accumulated 20 weeks of service and who is eligible for benefits under the Québec Parental Insurance Plan, is also entitled to receive for 21 weeks of the maternity leave, an allowance equal to the difference between 93% of the senior staff member's basic weekly salary and the rate of maternity or parental benefits that she receives or would receive under the Québec Parental Insurance Plan, after submitting an application for benefits.

The allowance shall be based on the benefits of the Québec Parental Insurance Plan that a senior staff member is entitled to receive, without taking into account the amounts subtracted from those benefits for repayment of benefits, interest, penalties and other amounts recoverable under the Act respecting parental insurance (R.S.Q., c. A-29.011).

However, if the benefit paid under the Québec Parental Insurance Plan is modified due to a change in the information provided by the Board, the latter shall adjust the allowance accordingly.

A senior staff member who works for more than one employer shall receive an allowance equal to the difference between 93% of the basic salary paid by the Board and the percentage of benefits paid under the Québec Parental Insurance Plan that represents the proportion of the basic weekly salary paid by it compared to the sum of the basic weekly salaries paid by all the employers. For that purpose, the senior staff member shall submit to each employer a statement of the weekly salary paid by each of them, together with the amount of benefits paid under the Act respecting parental insurance.

18. For the purposes of entitlement to maternity leave benefits, a senior staff member who is absent shall accumulate service if the absence is authorized, particularly for total disability, and includes a benefit or remuneration.

19. For the purposes of this schedule, basic weekly salary means the regular salary of the senior staff member, including the lump sums resulting from the salary readjustment procedure.

20. The Board may not offset, in the allowance it pays to a senior staff member on maternity leave, the reduction in benefits under the Québec Parental Insurance Plan attributable to the salary earned from another employer

Notwithstanding the provisions of the preceding paragraph, the Board shall pay the compensation if the senior staff member proves that the salary earned with another employer is a regular salary by means of a letter to that effect from the employer paying it. If the senior staff member proves that only part of the salary is regular, the compensation shall be limited to that part.

The employer paying the regular salary mentioned in the preceding paragraph must provide such a letter at the request of the senior staff member.

However, the total amounts received by the senior staff member during the maternity leave in benefits under the Québec Parental Insurance Plan, allowances and salary may not exceed 93% of the basic salary paid by the senior staff member's employer or, where applicable, employers.

Entitlement of a senior staff member to an allowance under the Employment Insurance Plan

21. A senior staff member who has accumulated 20 weeks of service and who is eligible for benefits under the Employment Insurance Plan but is not eligible for benefits under the Québec Parental Insurance Plan is entitled to receive:

- a) for each week of the waiting period prescribed by the Employment Insurance Plan, an allowance equal to 93% of the basic weekly salary;
- b) for each week that follows the period prescribed in paragraph a), an allowance equal to the difference between 93% of her basic weekly salary and the maternity or parental benefit paid under the Employment Insurance Plan that the senior staff member receives or could receive, after submitting an application for benefits, up to the end of the 20th week of maternity leave.

The allowance shall be based on the employment insurance benefits that a senior staff member is entitled to receive without taking into account the amounts subtracted from those benefits for repayment of benefits, interest, penalties and other amounts recoverable under the Employment Insurance Plan.

However, if the Employment Insurance benefit is modified due to a change in the information provided by the Board, the latter shall adjust the allowance accordingly.

A senior staff member who works for more than one employer shall receive an allowance from each of her employers. In this case, the allowance is equal to the difference between 93% of the basic salary paid by the Board and the percentage of the employment insurance benefits that represents the proportion of the basic weekly salary paid by it compared to the sum of the basic weekly salaries paid by all the employers. For that purpose, the senior staff member shall submit to each employer a statement of the weekly salary paid by each of them, together with the amount of benefits paid by HRSDC.

Moreover, if HRSDC reduces the number of weeks of Employment Insurance benefits to which the senior staff member would have been entitled if she had not received Employment Insurance benefits before her maternity leave, the senior staff member shall continue to receive the allowance prescribed in the first subparagraph of this paragraph 2 for a period equal to the weeks subtracted by HRSDC as though the senior staff member had received Employment Insurance benefits during that period.

Section 20 applies to this subdivision with any necessary modifications.

Allowance entitlement of a senior staff member excluded from receiving benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan

22. A senior staff member excluded from receiving benefits under the Québec Parental Insurance Plan and the Employment Insurance Plan shall also be excluded from receiving any compensation prescribed in sections 17 and 21.

However, a full-time senior staff member who has accumulated 20 weeks of service is entitled to an allowance equal to 93% of her basic weekly salary for 12 weeks if she does not receive benefits under a parental rights plan established by another province or a territory.

The part-time senior staff member who has accumulated 20 weeks of service is entitled to an allowance equal to 95% of her basic weekly salary during 12 weeks if she does not receive benefits under a parental rights plan established by another province or a territory.

If a part-time senior staff member is not required to pay contributions to the pension plans and to the Québec Parental Insurance Plan, the allowance shall be set at 93% of her basic weekly salary.

Calculation and Payment of Allowance

23. In the cases prescribed in sections 17, 21 and 22:

a) No allowance may be paid during a vacation period during which a senior staff member is paid.

b) Unless the salary is paid on a weekly basis, the allowance shall be paid at two-week intervals, the first payment being due, in the case of a senior staff member eligible for benefits under the Québec Parental Insurance Plan, only 15 days after the Board obtains proof that she is receiving benefits under that plan.

In the case of a senior staff member eligible for benefits under the Employment Insurance Plan, the allowance due for the first two weeks shall be paid by the Board in the first two weeks of the leave. Unless, the applicable salary is paid on a weekly basis, the allowance due after that date shall be paid at two-week intervals, the first payment being due only 15 days after the Board obtains proof that she is receiving benefits under that plan.

For the purposes of applying paragraph b), a statement of benefits, a payment stub or information provided, by means of an official statement, by the Ministry of Employment and Social Solidarity or HRSDC shall be accepted as proof.

c) Service shall be calculated with all employers of the public and parapublic sectors (public service, education, health and social services), health and social services agencies, all bodies for which, by law, the salary standards and scales are determined according to the conditions defined by the government, the Office franco-québécois pour la jeunesse, the Société de gestion du réseau informatique des commissions scolaires (GRICS) or any other body listed in Schedule C of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

Moreover, the requirement of 20 weeks of service under sections 17, 21 and 22 is deemed to have been met if the senior staff member has satisfied that requirement with any employer mentioned in the preceding paragraph.

d) The basic weekly salary of the senior staff member on a reduced schedule is the average basic weekly salary of the last 20 weeks before her maternity leave.

If, during that period, the senior staff member received benefits based on a percentage of her regular salary, it shall be understood that, for the purposes of calculating her basic salary during her maternity leave, the basic salary referred to is that on the basis of which such benefits are determined.

Any period during which the senior staff member on preventive reassignment under section 52 does not receive any benefit under the CSST shall not be taken into account in the calculation of her average basic weekly salary.

Where the last 20 weeks before the maternity leave of the part-time senior staff member includes the date on which the salary rates and scales are increased, the basic weekly salary shall be based on the salary rates in effect on that date. If, however, the maternity

leave includes that date, the basic weekly salary changes on that date according to the adjustment formula of the applicable salary scale.

The provisions of subparagraph d constitute one of the provisions specified in section 1.

DIVISION III - PATERNITY LEAVE

Leave Entitlement

24. A senior staff member is entitled to take paid leave for a maximum of 5 working days for the birth of his child. Where there is termination of pregnancy after the beginning of the 20th week preceding the expected date of delivery, the senior staff member is also entitled to a paternity leave. The paid leave may be discontinuous, but must be taken between the beginning of the delivery and the 15th day following the mother's or the child's return home.

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

The senior staff member whose spouse gives birth is also entitled to the paternity leave if she is designated as one of the child's mothers.

The senior staff member must inform the Board of his absence as soon as possible.

25. A senior staff member is also entitled to take paternity leave for the birth of his child for no more than five weeks which, subject to sections 53 and 54, must be consecutive. The leave must terminate no later than the end of the 52nd week following the week of the child's birth.

The paternity leave of a senior staff member who is eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan shall be concurrent with the period during which benefits are paid under either one of these plans and must begin no later than the week following the start of benefits payment.

The senior staff member whose spouse gives birth is also entitled to the leave if she is designated as one of the child's mothers.

§2. Allowance Entitlement

26. During the paternity leave prescribed in section 25, the senior staff member shall receive an allowance equal to the difference between his basic weekly salary and the benefit that he is receiving or would receive after submitting an application for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan.

The second, third and fourth paragraphs of section 17 or subparagraph 2 of section 21, as the case may be, and section 20 apply to this section with any necessary modifications.

27. A senior staff member who is not entitled to paternity benefits under the Québec Parental Insurance Plan or to parental benefits under the Employment Insurance Plan shall receive during the paternity leave prescribed in section 25 an allowance equal to his basic weekly salary.

28. Subparagraphs 1, 2 and 4 of section 23 apply to a senior staff member receiving the allowances prescribed in section 26 or 27.

§3. Terms and Conditions of Paternity Leave

29. The paternity leave prescribed in section 25 shall be granted following a written request submitted to the Board at least three weeks in advance. However, the time limit can be shorter if

the birth occurs before the expected date of delivery. The request must specify the anticipated expiry date of the leave.

30. The senior staff member must report for work upon the expiry of his paternity leave prescribed in section 25, unless the leave is extended in the manner prescribed in Division V.

The senior staff member who does not comply with the preceding paragraph is considered to be on leave without pay for a period not exceeding four weeks. At the end of that period, the senior staff member who has not reported for work is considered to have resigned.

31. A senior staff member who, before the expiry date of his paternity leave prescribed in section 25, sends to the Board a notice accompanied by a medical certificate attesting that the state of health of the child requires it, is entitled to extend his paternity leave for the duration indicated in the medical certificate.

During the extended leave, the senior staff member is considered on leave without pay and section 45 applies. The senior staff member shall not receive any allowance or benefit from the Board.

DIVISION IV- ADOPTION LEAVE AND LEAVE FOR ADOPTION PURPOSES

§1. Leave Entitlement

32. A senior staff member is entitled to a paid leave of no more than five working days for the adoption of a child other than his or her spouse's child. The leave may be discontinuous, but must be taken within 15 days of the child's arrival home.

One of the five days may be used for the baptism or registration. The senior staff member must inform the Board of his or her absence as soon as possible.

33. A senior staff member who legally adopts a child, other than his or her spouse's child, is entitled to an adoption leave not exceeding five weeks which, subject to sections 53 and 54, must be consecutive. The leave must expire not later than the end of the 52nd week following the week when the child arrives home.

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

The leave of the senior staff member who is ineligible for benefits under the Québec Parental Insurance Plan must be taken after the order of placement of the child or the equivalent in the case of an international adoption in accordance with the adoption plan or at another time agreed with the Board.

34. The senior staff member who adopts his or her spouse's child is entitled to a leave of no more than 5 working days, of which only the first 2 shall be paid. The leave may be discontinuous, but it cannot be taken after 15 days of filing the adoption papers.

§2. Allowance Entitlement

35. During the adoption leave prescribed in section 33, the senior staff member shall receive an allowance equal to the difference between his or her basic weekly salary and the benefit that he

or she is receiving or would receive, after submitting an application for benefits, under the Québec

Parental Insurance Plan or the Employment Insurance Plan. The second, third and fourth paragraphs of section 17 or subparagraph 2 of section 21, as the case may be, and section 20 apply with any necessary modifications.

36. The senior staff member who is ineligible for adoption benefits under the Québec Parental Insurance Plan or parental benefits under the Employment Insurance Plan and who adopts a child, other than his or her spouse's child, shall receive, during the adoption leave prescribed in section 33, an allowance equal to his or her basic weekly salary.

§3. Terms and Conditions of Adoption Leave

37. The leave prescribed in section 33 shall be granted following a written request submitted to the Board at least three weeks in advance. The request must also specify the anticipated expiry date of the leave.

38. The senior staff member must report for work upon the expiry of the adoption leave prescribed in section 33, unless the leave is extended in the manner prescribed in Division V.

The senior staff member who does not comply with the preceding paragraph is considered to be on leave without pay for a period not exceeding four weeks. At the end of that period, the senior staff member who has not reported for work is considered to have resigned.

39. A senior staff member who, before the expiry date of the adoption leave prescribed in section 33, sends to the Board a notice accompanied by a medical certificate attesting that the state of health of the child requires it, is entitled to extend the adoption leave for the duration indicated in the medical certificate.

During the extended leave, the senior staff member is considered on leave without pay and section 45 applies. The senior staff member shall not receive any allowance or benefit from the Board.

40. Subparagraphs 1, 2 and 4 of section 23 apply to the senior staff member who receives the benefits prescribed in section 35 or 36 with any necessary modifications.

41. A senior staff member shall benefit for the purposes of adopting a child from a leave without pay of a maximum duration of 10 weeks as of the date on which he or she actually takes custody of the child, unless it involves the spouse's child.

On a written request to the Board if possible 2 weeks in advance, a senior staff member who travels outside of Québec to adopt a child, except for his or her spouse's child, shall obtain leave without pay for the required travel time.

However, the leave ends no later than the week following the start of benefits payment under the Québec Parental Insurance Plan or the Employment Insurance Plan and section 33 applies. During the leave, the senior staff member is entitled to the benefits prescribed in section 45.

DIVISION V - LEAVE WITHOUT PAY

42. A senior staff member wishing to extend the maternity leave prescribed in section 6, 7 or 9 a senior staff member wishing to extend the paternity leave prescribed in section 25 and a senior staff member wishing to extend the adoption leave prescribed in section 33 is entitled to:

a) a leave without pay for a period not exceeding two years, immediately following the maternity, paternity or adoption leave. However, in the case of a paternity leave, the duration of the leave must not exceed the 125th week following the child's birth or, in the case of an adoption leave, the duration of the leave must not exceed the 125th week following the child's arrival home; or

b) a leave without pay of no more than 52 continuous weeks beginning at the time decided by the senior staff member, but after the child's birth or adoption, and ending at the latest 70 weeks after the birth or, in the case of an adoption, 70 weeks after the child is placed with the senior staff member. The latter leave also applies as extended leave for the adoption of the spouse's child prescribed in section 39.

A senior staff member who does not take a leave without pay may, for the part of the leave that his or her spouse does not use, elect to benefit from the leave without pay.

43. The leave without pay prescribed in section 42 shall be granted upon written request submitted to the Board at least 3 weeks in advance, and must also specify the return date.

44. A senior staff member who wishes to terminate his or her leave without pay before the scheduled date must give written notice to this effect at least 21 days before he or she intends to return to work. In the case of a leave without pay exceeding 52 weeks, the notice is at least 30 days.

45. During the leave without pay, the senior staff member shall accumulate experience for the purposes of determining his or her salary, up to the first 52 weeks of his or her leave and continuous service shall not be interrupted. He or she shall continue to participate in the applicable compulsory basic health insurance plan by paying his or her share of the premiums for the first 52 weeks of the leave and the total amount of the premiums for the weeks that follow. Moreover, he or she may continue to participate in the other group insurance plans held before the leave by making a request at the beginning of the leave. If the senior staff member pays his or her share of the premiums for these plans, the employer shall also pay its share, if need be, up to 52 weeks. Subsequently, the senior staff member shall pay all the premiums.

46. The senior staff member may take the deferred annual vacation prescribed in section 56 immediately before his or her leave without pay provided there is no interruption with the senior staff member's paternity, maternity or adoption leave, as the case may be.

47. When a senior staff member returns from a leave without pay, he or she shall be reinstated in the position he or she would have had had he or she been at work, subject to employment stability provisions, if need be.

48. A leave without pay or partial leave without pay for a maximum period of one year shall be granted to a senior staff member whose minor child experiences socioemotional problems or whose child is handicapped or suffers from a chronic illness requiring his or her care.

DIVISION VI - OTHER SPECIAL LEAVES AND PREVENTIVE REASSIGNMENT

49. A senior staff member is entitled to special leave in the following cases:

- 1) when a complication in the pregnancy or a risk of miscarriage requires a work stoppage for a period prescribed by a medical certificate. The special leave may not be extended beyond the beginning of the fourth week before the expected date of delivery;
- 2) upon presentation of a medical certificate prescribing the duration, when a spontaneous or induced miscarriage occurs before the beginning of the 20th week preceding the expected date of delivery;
- 3) for medical examinations related to the pregnancy carried out by a health professional and attested to by a medical certificate or a written report signed by a midwife.

50. As regards the examinations mentioned in subparagraph 3 of section 49, the special leave shall be remunerated for a maximum duration of four days, which may be taken in half-days.

51. During the special leaves granted under this division, a senior staff member may avail herself of the benefits prescribed in sections 56 and 59. A senior staff member covered by section 49 may also opt for salary insurance benefits. However, in the case of subparagraph 3 of section 49, the senior staff member must first have used up the four days prescribed in section 50.

52. A senior staff member shall benefit from preventive reassignment under the Act respecting occupational health and safety (R.S.Q., c. S-2.1) insofar as she is normally entitled to it.

DIVISION VII - SUSPENSION, DIVISION AND OTHER TERMS AND CONDITIONS OF LEAVE

53. If the child is hospitalized, the senior staff member may suspend the paternity leave prescribed in section 25 or the adoption leave prescribed in section 33, upon agreement with the Board, and return to work for the period during which the child is hospitalized.

54. Upon the senior staff member's request, the paternity leave prescribed in section 25, the adoption leave prescribed in section 33 or the leave without pay prescribed in section 42 may be divided into weeks before the expiry of the first 52 weeks.

The leave may be divided if the senior staff member's child is hospitalized or due to a situation covered by sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (R.S.Q., c. N-1.1). The maximum number of weeks during which the leave may be suspended corresponds to the number of weeks during which the child is hospitalized. For any other possible divisions of the leave, the maximum number of weeks during which the leave is suspended is prescribed in the Act respecting labour standards (R.S.Q., c. N-1.1) for such a situation.

During such a suspension, the senior staff member is considered to be on leave without pay and shall not receive any allowances or benefits from the Board. The senior staff member is covered by section 45 during the suspension.

55. When the paternity or adoption leave suspended or divided under section 53 or 54 resumes, the Board shall pay the senior staff member the allowance to which he or she would have been entitled had he or she not suspended or divided the leave. The Board shall pay the allowance

for the number of weeks remaining under section 25 or 33, as the case may be, subject to section 2.

56. During the maternity leave and the extensions prescribed in section 14, the paternity leave prescribed in sections 24 and 25 and the adoption leave prescribed in sections 32, 33 and 34, a senior staff member shall have, if he or she is normally entitled thereto, the following benefits:

- 1) insurance plans excluding salary insurance benefits. However, in the case of a maternity leave, the Board shall pay all the premiums of the compulsory basic plans and the senior staff member shall be exempted from the payment of premiums to her insurance plans as prescribed in the provisions of the master policy;
- 2) accumulation of vacation;
- 3) accumulation of experience and continuous service for employment stability purposes.

A senior staff member may defer annual vacation if it falls within the maternity, paternity or adoption leave and if he or she notifies the Board in writing of the date of such deferral no later than two weeks before the termination of the said leave.

57. During a maternity leave and the extensions prescribed in section 14, a paternity leave prescribed in section 25 or an adoption leave prescribed in section 33, a senior staff member shall receive a premium for regional disparities, provided that he or she is normally entitled to it.

58. The Board and a senior staff member shall agree, before the leave begins, on the terms and conditions of a maternity leave, a paternity leave, an adoption leave or a leave without pay.

59. When a senior staff member returns from a maternity leave and the extensions prescribed in section 14, a paternity leave or an adoption leave, he or she shall be reinstated in the position he or she would have had had he or she been at work by applying the employment stability provisions, if need be.

SCHEDULE 6 / MOVING EXPENSES - Transfer

1. This schedule covers moving expenses in the case of a relocation.
2. Moving expenses shall apply to a senior staff member only if the Regional Placement Bureau or the Provincial Relocation Bureau agrees that the relocation of the senior staff member necessitates his moving.

However, a move is deemed necessary if it takes place, and if the distance between the senior staff member's new place of work and his current domicile is greater than 65 kilometres.

DIVISION 1 - EXPENSES FOR MOVING FURNITURE AND PERSONAL EFFECTS

3. The senior staff member is entitled, upon presentation of supporting documents, to be reimbursed for expenses incurred in moving furniture and personal effects, including packing and unpacking and the cost of insurance or the cost of towing a mobile home, on the condition that he provide in advance at least 2 detailed quotations of the costs to be incurred.
4. The senior staff member shall not however be reimbursed for the cost of transporting his personal vehicle unless the location of his new residence is inaccessible by road. Expenses incurred in transporting a boat, canoe, etc. shall not be reimbursed.

DIVISION 2 - STORAGE

5. When a move from one domicile to another cannot take place directly owing to circumstances beyond the senior staff member's control, other than the construction of a new residence, he is entitled to be reimbursed for the cost of storing his furniture and personal effects and those of his dependents for a period not to exceed 2 months.

DIVISION 3 - ATTENDANT MOVING EXPENSES

6. The senior staff member is entitled to a moving allowance of \$750 if married, or \$200 if single, as compensation for attendant moving expenses (carpets, draperies, electrical appliance disconnection and hook-up, cleaning, babysitting costs, etc.) unless assigned to a location where complete facilities are placed at his disposal by the Board.

Nevertheless, the \$750 moving allowance payable to the relocated married senior staff member is also payable to the single senior staff member who maintains a dwelling.

DIVISION 4 - LEASE COMPENSATION

7. The senior staff member is also entitled, if need be, to an allowance of 1 month of rent where he leaves a dwelling without a written lease. If there is a written lease, the senior staff member is entitled to an allowance not to exceed the equivalent of 3 months of rent if he must cancel the lease and the landlord demands compensation. In both cases, the senior staff member must attest that the landlord's claim is justified and must present supporting documents.
8. The senior staff member who chooses to sublet his dwelling himself is entitled to be reimbursed for reasonable expenses incurred in advertising the sublet.

DIVISION 5 - REIMBURSEMENT OF EXPENSES RELATED TO THE SALE OR PURCHASE OF A HOUSE

9. The senior staff member is entitled to be reimbursed for the following expenses related to the sale of his principal residence:
 - 1) the actual real estate agent's fees, on submission of the contract with the real estate agent immediately after it is signed, of the sale contract, and of the real estate agent's statement of fees;
 - 2) the costs of notarized deeds chargeable to the senior staff member for the purchase of a house to be used as a residence in the location to which he is assigned, provided the senior staff member already owns a house at the time of his relocation and that the said house is sold;
 - 3) mortgage cancellation charges, where applicable;
 - 4) property transfer taxes, where applicable.
10. When the senior staff member's house, even though it was listed at a reasonable price, has not been sold by the time he must enter into a new agreement for lodging, the senior staff member is not entitled to the reimbursement of expenses related to maintaining the unsold house. However, upon presentation of supporting documents, he shall be entitled to be reimbursed for the following expenses for a period not to exceed 3 months:
 - a) municipal and school taxes;
 - b) interest on the mortgage;
 - c) the cost of the insurance premium.
11. Where a senior staff member chooses not to sell his principal house-residence, he is entitled, while his house is not rented, to be reimbursed for the amount of his new lease up to a period of 3 months upon submission of the leases. Moreover, the senior staff member shall be entitled to be reimbursed for reasonable advertising expenses and for expenses incurred for no more than 2 trips for the purpose of renting his house, upon presentation of supporting documents and in accordance with current By-law concerning travel expenses.

DIVISION 6 - ASSIGNMENT AND TRAVEL EXPENSES

12. Where a move cannot take place directly owing to circumstances beyond the control of the senior staff member, other than the construction of a new residence, he is entitled to be reimbursed for accommodation expenses for himself and his dependents for a period not to exceed 2 weeks, in accordance with current By-law concerning travel expenses.
13. Where the move is delayed with the permission of the Board, or where the married senior staff member's dependents are not relocated immediately, he is entitled to be reimbursed, in accordance with current By-law concerning travel expenses, for travel expense incurred to visit his dependents every 2 weeks if the round-trip distance is equal to or less than 500 kilometres, and once per month up to a maximum of 1600 kilometres if the round-trip distance is greater than 500 kilometres.
14. Travel expenses provided for in this schedule are reimbursed by the board he is leaving within 60 days from the date on which supporting documents are submitted by the senior staff member

SCHEDULE 7 / SABBATICAL LEAVE PLAN WITH DEFERRED SALARY

1. The granting of a sabbatical leave with deferred salary is the exclusive responsibility of the Board; however, should the Board not accept an application for participation in the plan, it shall provide the senior staff member who so requests with the reasons for its refusal.
 2. The Board shall maintain its contribution to the Québec Pension Plan, the Québec Health Insurance Plan, the group insurance plan and the occupational health and safety plan during the senior staff member's sabbatical leave.
- The Employment Insurance contributions of the Board and those of the senior staff member shall not apply during the senior staff member's sabbatical leave.
3. The replacement of a senior staff member on sabbatical leave is encouraged but not necessary; however, the replacement, where applicable, is temporary.
 4. A senior staff member must return to work, following his sabbatical leave, for a period equal to the duration of his leave. His return to work shall take place during the contract or following its expiry.
 5. A senior staff member covered by salary insurance or on a leave without pay may only avail himself of these provisions on the date of his return to work.
 6. The provisions of the pension plans concerning sabbatical leave with deferred salary are contained in the Act respecting the Government and Public Employees Retirement Plan (R.S.Q., c. R-10) and in the Regulation respecting certain temporary measures prescribed by Title IV of the Act respecting the Government and Public Employees Retirement Plan (R.R.Q., c. R-10, r. 5).

DIVISION 1 - DURATION OF THE CONTRACT

7. The provisions of this schedule may apply to a senior staff member for a period of 2, 3, 4 or 5 years; this period is hereinafter referred to as "the contract".

DIVISION 2 - DURATION OF THE SABBATICAL LEAVE, PERCENTAGE OF SALARY AND WORKLOAD

8. The duration of the sabbatical leave and the percentage of applicable salary based on the duration of the contract are found in the following table:

Duration of leave	Percentage of salary based on duration of contract			
	2 years	3 years	4 years	5 years
6 months	75.00	83.33	87.50	90.00
7 months	70.83	80.56	85.42	88.33
8 months	66.67	77.78	83.33	86.67
9 months	N.A.	75.00	81.25	85.00
10 months	N.A.	72.22	79.17	83.33
11 months	N.A.	69.44	77.08	81.67
12 months	N.A.	66.67	75.00	80.00

9. Notwithstanding any provision to the contrary, as a result of benefits and conditions of which a senior staff member may avail himself during the contract, the duration of the leave must be at least 6 consecutive months and the leave may not be interrupted for any reason, regardless of its duration.

10. Notwithstanding any provision to the contrary, as a result of benefits and conditions of which a senior staff member may avail himself during the contract, the sabbatical leave must begin no later than 6 years after the date on which the senior staff member's salary begins to be deferred.

11. Except for the duration of the sabbatical leave, the workload of a senior staff member for the period of the contract shall not be modified.

12. Upon his return, a senior staff member shall be reinstated in his position, subject to the provisions concerning stability of employment applicable to senior staff.

DIVISION 3 - RIGHTS AND BENEFITS

13. Subject to the provisions of this schedule, a senior staff member shall be entitled, for the duration of the contract, to the provisions of this Regulation, provided that the provisions are compatible with the nature of the leave.

14. During the sabbatical leave, the senior staff member may not receive any premium or supplement prescribed by this Regulation. During the other years of the contract, a senior staff member is entitled to all of the premiums and supplements, where applicable.

15. For the purposes of this schedule, the salary of a senior staff member includes his salary and, where applicable, any lump sum related to the salary review or salary readjustment procedure.

16. The plan is not designed to provide retirement income or to defer the payment of income tax. Moreover, during the sabbatical leave, a senior staff member may not receive any other remuneration from the Board or from any other person or partnership with which the Board is affiliated in accordance with tax legislation requirements, except for an amount corresponding to the percentage of the senior staff member's salary for the duration of the contract.

17. For insurance plan purposes, the insurable salary during the contract is the salary that the senior staff member would receive had he not taken the sabbatical leave with deferred salary and the senior staff member's premium shall be calculated on the basis of that salary.

18. For the purposes of calculating vacation credit, each of the years of the contract shall constitute a year of continuous service.

19. For the duration of the leave, the senior staff member is deemed to have taken the vacation days to which he is entitled for that period. For the period during which he works, annual vacation shall be remunerated according to the percentage of his salary determined under section 8.

20. Each of the years covered by the contract shall count as a year of service for pension plan purposes.

DIVISION 4 - TOTAL DISABILITY

21. Where a disability occurs during the contract, the following provisions apply:

(1) If total disability occurs during the sabbatical leave:

Total disability shall be considered as beginning on the date on which a senior staff member returns to work and not during the sabbatical leave.

During the sabbatical leave, the senior staff member shall receive the salary determined in section 8 of this schedule. As of the date of his return to work, the senior staff member, if still disabled, shall receive salary insurance benefits based on the percentage prescribed in section 8 for the duration of the contract.

(2) If the total disability occurs after the sabbatical leave has been taken:

The senior staff member shall continue to participate in the contract and shall receive, for the duration of the contract, a salary insurance benefit based on the percentage prescribed in section 8.

(3) If the total disability occurs before the sabbatical leave has been taken and ends before the beginning of the sabbatical leave:

The senior staff member shall continue to participate in the contract and shall receive the salary insurance benefits based on the percentage prescribed in section 8.

(4) If the total disability occurs before the sabbatical leave has been taken and persists until the date scheduled for the beginning of the leave, the senior staff member may select one of the following options:

(a) continue to participate in the contract and defer the sabbatical leave either to the date of his return to work or to the following school year in accordance with the agreement concluded between the Board and the senior staff member;

(b) terminate the contract. In such a case, the Board shall reimburse a senior staff member, without interest, for the total amount of deferred salary during the first year of assessment following the termination of the contract.

(5) If the disability lasts more than two years, the contract shall cease to have effect and:

(a) if the senior staff member has already taken his sabbatical leave, the Board shall not make any monetary claim for the salary paid;

(b) if the senior staff member has not already taken his sabbatical leave, the Board shall reimburse him, without interest, for the total amount of deferred salary during the first year of assessment following the termination of the contract.

DIVISION 5 - RESIGNATION, RETIREMENT OR WITHDRAWAL

22. In the case of resignation, retirement or withdrawal from the plan during the contract, the contract terminates on the date on which the measure takes effect and the following conditions apply:

- (1) If a senior staff member has already taken the sabbatical leave, he shall reimburse, without interest, the Board for the difference between the salary received during the sabbatical leave and the total amount of deferred salary. In such a case, the Board and the senior staff member may agree on the terms and conditions of reimbursement.
- (2) If a senior staff member has not yet taken the sabbatical leave, the Board shall reimburse him, without interest, the total amount of deferred salary.
- (3) If the sabbatical leave is in progress, the amount owed by either party shall be calculated as follows:

The total amount of deferred salary shall be subtracted from the amount received by the senior staff member during the leave; if the balance is negative, the Board shall reimburse the balance to the senior staff member; if it is positive, the senior staff member shall reimburse the balance to the Board. In such a case, the Board and the senior staff member may agree on the terms and conditions of reimbursement.

This section does not apply to a withdrawal from the plan, which is not permitted during the sabbatical leave.

Notwithstanding the provisions of this section, a senior staff member who, following a resignation, is hired as a senior staff member by another school board shall continue to participate in the contract, provided that he so request and that his request be approved by the school board that hires him.

DIVISION 6 - DEATH

23. If the senior staff member dies while the contract is in progress, the contract shall terminate on the date of death, and the provisions of section 22 of this schedule apply. However, the Board shall not make any monetary claim if the senior staff member is required to reimburse the Board following the application of subparagraph 1 or 3 of that section.

DIVISION 7 - LEAVE WITHOUT PAY

24. For the duration of the contract, a senior staff member shall be entitled to one or more leaves without pay according to the policy in effect at the school board; in which case, the period of the contract shall be extended accordingly.

The total duration of one or more leaves without pay may not exceed 12 months.

Should the total duration of one or more leaves without pay exceed 12 months, the contract shall terminate on the date following that on which the allowed period expires and section 22 applies.

DIVISION 8 – MATERNITY, PATERNITY AND ADOPTION LEAVES

25. Where a senior staff member obtains a maternity, paternity or adoption leave during the contract, the sabbatical leave plan shall be interrupted for the duration of the leave and the contract shall be extended accordingly.

Where the maternity, paternity or adoption leave is taken before the sabbatical leave, the senior staff member may terminate the contract and subparagraph 2 of section 22 applies.

DIVISION 9 - PLACEMENT ON AVAILABILITY

26. If a senior staff member is placed on availability during the contract, he shall continue to participate in the plan.

In the event that a senior staff member is relocated to another school board, the contract shall be transferred to that school board, unless the latter refuses, in which case section 22 applies.

However, the Board shall not make any monetary claim if the senior staff member is required to reimburse the Board under subparagraph 1 or 3 of that section.

DIVISION 10 - DISMISSAL OR TERMINATION OF EMPLOYMENT

27. In the event of the dismissal or termination of employment of a senior staff member, the contract shall terminate on the effective date of the dismissal or termination of employment. The provisions of section 22 apply.

SCHEDULE 8 / GRADUAL PRE-RETIREMENT

1. Gradual pre-retirement is intended for a senior staff member who, for a period immediately preceding his retirement, wishes to reduce his workweek by using credited sick-leave days in accordance with articles 4 to 8 of Schedule 11 of this By-law.

In this case, the reduced workload cannot be less than 40% of the regular workweek of a regular full-time senior staff member.

2. The granting of gradual pre-retirement is subject to a prior written agreement between the Board and the senior staff member, taking the needs of the Board into account. This agreement shall specify the terms and conditions of the gradual pre-retirement leave such as the duration, proportion and scheduling of time worked.
3. A senior staff member on gradual pre-retirement leave shall be entitled to the short-term salary insurance plan in proportion to the time worked as prescribed in the agreement.

However, where a gradual pre-retirement leave extends over more than 104 weeks, the senior staff member shall continue to participate in the compulsory long-term salary insurance plans, subject to the provisions of the master policy.

SCHEDULE 9 / PART-TIME SENIOR STAFF MEMBER

1. This schedule applies to the part-time senior staff member as defined in article 1 of this By-law.

DIVISION 1 - SALARY

2. For purposes of this By-law, the salary of a part-time senior staff member is equal to the salary he would have received had he been appointed as regular, full-time senior staff member, adjusted in proportion to the time worked.

DIVISION 2 - INSURANCE PLANS

3. Subject to sections 4 to 6 of this Schedule and of article 49 of the By-law, the part-time senior staff member is covered by the insurance plans prescribed in this By-law and the master policy of the insurance plans.
4. A part-time senior staff member shall be eligible for the insurance plans upon the expiry of a three-month period after assuming his duties, provided he is at work. If he is unable to work on that date, he shall be eligible for the plans on the date of his return to work.

However, subject to the specific provisions prescribed to that effect in the master policy of the insured plans, the part-time senior staff member who previously held an employment in an agency in the public or parapublic sectors and who was eligible for a group insurance plan applicable to employees of such an agency is eligible for the insurance plans on the date on which he assumes his duties, provided that his former employment ended less than 30 days prior to the date on which he assumes his duties and that he provide proof of his former employment

5. The part-time senior staff member whose regular workweek is less than 70% of that of a full-time senior staff member shall have life insurance coverage of \$3,200 payable to his beneficiaries.
6. The provisions concerning the insurance plans for regular full-time senior staff members shall apply to the part-time senior staff member whose regular workweek is equal to or greater than 70% of that of a regular full-time senior staff member.

DIVISION 3 - ANNUAL VACATION

7. The provisions of this By-law concerning annual vacation apply to the part-time senior staff member. However, the number of working days of vacation resulting from the application of this division shall be adjusted in proportion to time worked and distributed by taking into consideration the regular workweek of the part-time senior staff member.

DIVISION 4 - REGIONAL DISPARITIES

8. The provisions concerning regional disparities apply to the part-time senior staff member. However, the isolation and remoteness premium shall be adjusted in proportion to time worked.

DIVISION 5 – PAID LEGAL HOLIDAYS

- 9 Where a paid legal or Board holiday, according to the Board's current policy for full-time senior staff members, coincides with the working schedule of the part-time senior staff member, he shall receive the salary to which he would have been entitled had he been working that day.

SCHEDULE 10 / ADMINISTRATIVE REGIONS

Administrative Region Bas-Saint-Laurent (01)
Administrative Region Saguenay-Lac Saint-Jean (02)
Administrative Region Québec (03)
Administrative Region Mauricie (04)
Administrative Region Estrie (05)
Administrative Region Montréal (06)
Administrative Region Outaouais (07)
Région administrative Abitibi-Témiscamingue (08)
Administrative Region Côte-Nord (09)
Administrative Region Nord-du-Québec (10)
Administrative Region Gaspésie-Îles-de-la-Madeleine (11)
Administrative Region Chaudière-Appalaches (12)
Administrative Region Laval (13)
Administrative Region Lanaudière (14)
Administrative Region Laurentides (15)
Administrative Region Montérégie (16)
Administrative Region Centre du Québec (Bois-Francs) (17)

For the purposes of applying this schedule, the following are considered as part of the same administrative region :

1. Administrative regions 01 and 11
2. Administrative regions 03 and 12
3. Administrative regions 04 and 17
4. Administrative regions 08 and 10
5. Administrative regions 13, 14 and 15

SCHEDULE 11 / FORMER BANKS OF SICK-LEAVE DAYS

Reimbursement of Sick-leave Days

1. The senior staff member who was entitled to redeemable sick-leave days prescribed by the Board resolution or by-law shall maintain his entitlement to reimbursement of the redeemable days accumulated on the date on which the insurance plans came into force, namely, 1 January 1974 or on the date on which he assumed his duties, it being understood that, even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service before and after the date on which the insurance plans come into force.

2. The terms and conditions for reimbursement of redeemable days applicable to a senior staff member on duty in a senior or senior executive staff position on the date on which the insurance plans came into force shall be those determined by the Board by resolution or by-law adopted before 25 January 1972.

A senior staff member who took up his duties in a senior or senior staff member staff position after the date on which the insurance plans came into force and who has to his credit redeemable sick-leave days shall be reimbursed for the redeemable days according to the terms and conditions applicable at the time when the days were determined.

3. This schedule may not have the effect of changing the value already fixed for the redeemable days the value of which was fixed by the Board resolution or by-law.

Use of Sick-leave Days

4. Redeemable or nonredeemable sick-leave days to the credit of a senior staff member may be used for the following purposes:

- (1) to pay the cost of redeeming years of prior service as prescribed by the provisions respecting pension plans;
- (2) to take a total or gradual preretirement in accordance with Schedule 8;
- (3) as additional days of vacation agreed to between a senior staff member and the Board;
- (4) for any other reason of use, as mentioned in this By-law;
- (5) to offset the difference between a short-term salary insurance benefit mentioned in section 58 and the salary that a senior staff member would receive were he not on total disability leave.

5. The value of the redeemable days in time or in money shall be determined proportionately to the percentage of cash redeemable value acquired at the time of use, without ever being less than 50%, in accordance with the salary of the senior staff member at the time of use.

6. The value of nonredeemable days in time or in money shall be fixed at 50% of the number of days accumulated, in accordance with the salary of the senior staff member at the time of use.

7. A senior staff member who receives benefits under the compulsory basic long-term salary insurance plan may choose to take, in lieu of those benefits, a total preretirement leave as prescribed in sections 4 and 8 of this schedule, provided that such total preretirement leave not exceed the date on which the benefits under this plan that would otherwise have been applicable to him cease.

8. A senior staff member who uses his sick-leave days for a preretirement leave shall be entitled, except for the salary insurance plan, premiums for regional disparities and parental rights, to the benefits prescribed by this By-law, provided they are compatible with the nature of the leave.

SUPPLEMENTARY and REFERENCES

This document describes the rights and benefits of senior staff members which are included in the policies of the Board or in the collective agreements of the group of professionals of the Board.

This document is presented for information purposes only and is not as such part of the By-law respecting certain conditions of employment of senior staff members of the Kativik School Board.

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A - REGIONAL DISPARITIES³

Excerpts from the Collective Agreement applicable to the Professionals of the Kativik School Board.

In this document, where a reference to “professional” is made, it shall be replaced by “senior staff member”.

The provisions of this schedule are those negotiated and agreed on for the professional staff of the Board and are subject to revision after each completed round of negotiations.

10-1.00 DEFINITIONS

10-1.01

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

a) Dependent:

The spouse and dependent child⁴ and any other dependent as defined in the *Taxation Act* (R.S.Q., c. I-3), provided that he or she resides with the professional. However, for the purpose of this chapter, the income earned from a job by the professional's spouse shall not nullify the latter's status as dependent. The fact that a child attends a secondary school declared to be of public interest situated elsewhere than in the professional's place of residence shall not nullify his or her status as dependent if no public secondary school is accessible where the professional lives.

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

A child aged twenty-five (25) years or less shall also be considered as having the status of dependent, providing he or she meets the three (3) following conditions:

- 1) the child is a full-time student attending a postsecondary school declared to be of public interest situated elsewhere than in the place of residence of the professional working in sectors I, II and III;
- 2) the child had the status of dependent during the twelve (12) months preceding the beginning of his or her postsecondary education program;
- 3) the professional has provided the supporting documents attesting to the fact that the child is a full-time student attending a postsecondary education program i.e. proof of registration at the start of the session and proof of attendance at the end of the session;

³ Text to be up-dated when the English version of the collective agreement 2010-2015 becomes available

⁴ Dependent child: a child of a professional, of his or her spouse or of both, or a child living with the professional for whom adoption procedures have been undertaken, unmarried or not joined in civil union and living or domiciled in Canada, who depends on the professional for his or her financial support and who is under eighteen (18) years of age; every child under twenty-five (25) years of age who is a duly registered student attending a recognized institution of learning on a full-time basis or a child of any age who has become totally disabled prior to reaching his or her eighteenth (18th) birthday or before reaching his or her twenty-fifth (25th) birthday if he or she was a duly registered student attending a recognized learning institution on a full-time basis and has remained continuously disabled ever since.

This recognition allows the employee to maintain his or her level of premiums with dependent as provided in clause 10-2.01 and the child to benefit from the provisions of article 10-4.00 with the understanding that transportation costs, allowed to the dependent child and arising from other programs, shall be deducted from the benefits related to outings for this dependent child.

In addition, the child aged twenty-five (25) years or less who is no longer considered dependent for the purposes of this clause and who attends, on a full-time basis, a postsecondary school recognized as public interest can once again be given the status of dependent providing he or she meets the conditions 1) and 3) provided above.

b) Point of departure

Domicile in the legal sense of the word at the time of engagement insofar as the domicile is situated in one of the localities of Québec. The point of departure may be modified by an agreement between the Board and the professional, subject to it being situated in one of the localities of Québec.

The fact that a professional already covered by this chapter changes school boards shall not modify his or her point of departure.

c) Sectors

Sector I

The localities of Kuujuaq, Kuujuaapik and Mailasi

Sector II

The localities of Inukjuak, Puvirnituk and Umiujaq

Sector III

The localities of Tasiujak, Ivujivik, Kangiqsualujuaq, Aupaluk, Quaqaq, Akulivik, Kangiqsujuaq, Kangirsuk and Salluit

10-2.00 PREMIUMS

10-2.01

The professional working in one of the sectors mentioned in clause 10-1.01 shall receive an annual isolation and remoteness premium which shall be increased by two percent (2%) on April 1 of each of the years 2006, 2007, 2008 and 2009, as a result of the application of Appendix I of the *Act respecting the conditions of employment in the public sector* (S.Q., 2005, c. 43), as indicated hereunder:

		Rates up to 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
SECTOR		per year	per year	per year	per year	per year
With dependent(s)	Sector I	\$10 834	\$11 051	\$11 272	\$11 497	\$11 727
	Sector II	\$14 089	\$14 371	\$14 658	\$14 951	\$15 250
	Sector III	\$16 621	\$16 953	\$17 292	\$17 638	\$17 991
No dependents	Sector I	\$6 773	\$6 908	\$7 046	\$7 187	\$7 331
	Sector II	\$7 993	\$8 153	\$8 316	\$8 482	\$8 652
	Sector III	\$9 428	\$9 617	\$9 809	\$10 005	\$10 205

10-2.02

For the professional whose regular workweek includes fewer hours than that prescribed in article 8-1.00, the amount of the isolation and remoteness premium applicable to him or her shall be adjusted in proportion to the hours worked in relation to the regular workweek prescribed in article 8-1.00.

10-2.03

The amount of the isolation and remoteness premium shall be adjusted in proportion to the duration of the professional's assignment in the territory of the Board in one of the sectors described in clause 10-1.01.

10-2.04

The professional on maternity leave or the professional on leave for adoption who remains in the territory during the leave shall benefit from the provisions of this article.

10-2.05

If both spouses work for the Board or if each works for a different employer in the public and parapublic sectors, only one (1) of the two (2) may receive the premium applicable to the professional with dependent(s), if he or she has one or more dependents other than his or her spouse. If he or she has no dependent other than his or her spouse, each shall be entitled to the premium for those with no dependents, notwithstanding the definition of the term "dependent" found in clause 10-1.01.

10-2.06

Subject to clause 10-2.03, the Board shall cease to pay the isolation and remoteness premium established under this article if the professional and his or her dependents deliberately leave the territory during a leave or a paid leave of absence for more than thirty (30) days, except if it involves annual vacation, nonworking days with pay, sick leave, maternity leave, leave for adoption or absence due to a work accident.

10-3.00 OTHER BENEFITS

10-3.01

The Board shall assume the following expenses incurred by every professional recruited in Québec at a distance of more than fifty (50) kilometres from the locality where he or she is required to perform his or her duties, provided that it is situated in one of the sectors described in clause 10-1.01:

- a) the transportation expenses of the transferred professional and his or her dependents;
- b) the cost of transporting his or her personal belongings and those of his or her dependents up to a maximum of:
 - two hundred and twenty-eight (228) kilograms⁵ for each adult or each child twelve (12) years of age and over;
 - one hundred and thirty-seven (137) kilograms for each child under the age of twelve (12);
- c) the cost of transporting his or her furniture (including household utensils), if need be, other than that provided by the Board;
- d) the cost of storing his or her furniture, if need be;
- e) the cost of transporting, by boat, an all-terrain vehicle, a snowmobile or a motorcycle, if any.

⁵ The weight of two hundred and twenty-eight (228) kilograms shall be increased by forty-five (45) kilograms per year of service in the territory in the employ of the Board. This provision shall cover the professional only.

10-3.02

If the professional who is eligible for the provisions of subparagraphs b), c), d) and e) of clause 10-3.01 decides not to avail himself or herself of some or all of them immediately, he or she shall remain eligible for the provisions during the year following the date on which his or her assignment began.

10-3.03

- A) The expenses shall be payable provided that the professional is not reimbursed for the expenses by another program, such as the federal mobility assistance program to look for employment, or that his or her spouse has not received an equivalent benefit from his or her employer or from another source and solely in the following cases:
- a) the professional's first assignment: from the point of departure to the place of assignment;
 - b) the cancellation or nonrenewal of the contract by the Board: from the place of assignment to the point of departure;
 - c) the reengagement by the Board of the professional who had been non reengaged because of surplus of personnel: from the point of departure to the place of assignment;
 - d) a subsequent assignment or transfer at the request of the Board or the professional: from one place of assignment to another;
 - e) the breach of contract, resignation or death of the professional: from the place of assignment to the point of departure. These expenses shall not be reimbursed if the breach of contract occurs within thirty (30) days of the professional's assignment in one of the sectors mentioned in clause 10-1.01;
 - f) the professional's death: from the place of assignment to the point of departure;
 - g) a professional obtains a leave of absence for educational purposes: from the place of assignment to the place where he or she will study in Québec. In this case, the expenses referred to in clause 10-3.01 shall also be payable to the professional whose point of departure is situated at fifty (50) kilometres or less from the locality where he or she performs his or her duties;
 - h) the application of clause 5-6.20: from the place of assignment to the place of relocation;
 - i) the recall of a professional who is relocated under clause 5-6.17: from the place of relocation to the place of assignment.
- B) These expenses shall be assumed by the Board upon presentation of supporting vouchers.

In all cases, the amounts assumed or reimbursed by the Board shall be limited to the most economical rates available at the Board at the time of travel or transportation of personal effects.

- C) If the professional is recruited from outside Québec, the total amount of reimbursable expenses cannot exceed the lesser of the following amounts: the actual cost from the domicile at the time of engagement or the transportation cost between Montréal and the place of assignment.
- D) For the purpose of applying subparagraph a) of clause 10-3.01 and article 10-4.00, the Board shall pay in advance to the carrier the transportation costs of the transferred professional and of his or her dependents as well as the transportation costs of his or her baggage excluding excess baggage.

- E) For the purpose of applying subparagraph g) of paragraph A), the expenses shall also be paid to a professional not covered by the preamble of clause 10-3.01.
- F) Article 10-4.00 shall also apply to a professional assigned or transferred to a locality situated at more than fifty (50) kilometres from the locality where he or she was recruited.

10-3.04

For the purpose of subparagraph d) of clause 10-3.01, the parties agree that the Board shall assume the costs of storing the professional's furniture according to the following terms and conditions:

- a) unless a different agreement is reached between the Board and the professional, the professional must submit to the Board at least three (3) written estimates or quotations of the costs to be incurred from recognized reputable furniture storage companies;
- b) the professional shall store his or her furniture with the company which gave the lowest bid (or quotation);
- c) the costs shall be borne by the Board at the earliest on the date on which the professional begins his or her assignment in one of the sectors mentioned in clause 10-1.01 and at the latest on the date on which the professional is no longer assigned to that sector;
- d) unless a different agreement is reached between the Board and the professional, the Board shall not assume the costs of storing furniture with relatives or friends or with persons who do not have a furniture storage business on a regular basis;
- e) the insurance costs related to the storage of furniture shall be borne by the professional.

10-3.05

If both spouses work for the Board, only one (1) of the two (2) may avail himself or herself of the benefits granted under this article. In the case where one of the spouses received equivalent benefits from another employer or another source, the Board shall not be required to reimburse any costs.

10-4.00 OUTINGS

10-4.01

The fact that the spouse works for an employer in the public or parapublic sector must not grant the professional a number of paid outings which is greater than that prescribed in the agreement.

10-4.02

- A) In proportion to the duration of his or her assignment in one of the sectors described in clause 10-1.01, the Board shall assume for the professional recruited from more than fifty (50) kilometres from the locality where he or she performs his or her duties the expenses inherent to up to three (3) outings per year for the professional and his or her dependents up to the point of departure, unless he or she agrees with the Board on a different arrangement.
- B) The expenses borne by the Board under this clause shall cover the return trip from the place of assignment to his or her point of departure.
- C) In the case of the professional recruited outside Québec, the expenses must not exceed the lesser of the following amounts:
 - 1) the equivalent of the cost of a return regular flight from the place of assignment to his or her domicile at the time of engagement;

- 2) or the equivalent of the cost of a return regular flight from the place of assignment to Montréal.
- D) In all cases, the expenses shall be borne or reimbursed by the Board upon presentation of supporting vouchers by the professional.
- E) The point of departure shall not be modified due to the fact that the professional who was nonreengaged because of surplus of personnel and is subsequently reengaged chose to remain in the territory during the period of unemployment.
- F) In all cases, the costs assumed or reimbursed by the Board shall be limited to the most economical rates available to the Board at the time of travel.

10-4.03

The trips of the professional and his or her dependents prescribed in clauses 10-3.01 and 10-3.03 must be included in the outings to which he or she is entitled under clause 10-4.02.

10-4.04

In the cases prescribed in paragraph A) of clause 10-4.02, one (1) outing may be used by the non-resident spouse or dependent child or the father or mother or brother or sister to visit the professional.

10-4.05

The professional shall be reimbursed, upon presentation of supporting vouchers, for the cost of transporting his or her personal effects and those of his or her dependents up to forty-five (45) kilograms per person, once a year (return trip), for one of his or her outings prescribed in clause 10-4.02.

10-4.06

The Board shall pay the cost of the return flight for the professional or one of his or her dependents who must be urgently evacuated from his or her place of work in one of the localities of Nunavik referred to in clause 10-1.01 for reasons of health, accident or a complication due to pregnancy. The professional must prove that it was necessary for him or her to be evacuated. An attestation from the nurse or physician in the locality or, if the attestation cannot be obtained locally, a medical certificate from the attending physician shall be accepted as proof.

The Board shall also pay for the return flight of the person who accompanies the person evacuated from his or her place of work.

10-4.07

The Board shall authorize a professional to take a leave of absence without salary if one of his or her dependents must be evacuated for reasons of emergency prescribed in clause 10-4.06 in order to allow him or her to accompany his or her dependent, subject to provisions of the special leaves.

10-4.08

A professional who originates from a locality situated at more than fifty (50) kilometres from his or her place of assignment, who was recruited there and who gained the right to outings because he or she lived maritally with a spouse employed in the public or parapublic sector shall continue to benefit from the right to outings prescribed in clause 10-4.01 even if he or she loses the status of spouse.

10-5.00 REIMBURSEMENT OF TRANSIT EXPENSES

10-5.01

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

The expenses shall be limited to the amounts prescribed by the norms established by the Board under article 7-8.00.

10-6.00 DEATH

10-6.01

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

10-7.00 FOOD TRANSPORTATION

10-7.01

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

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

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

The professional may choose the supply centre but the costs reimbursed cannot exceed the equivalent transportation costs between Montréal and the locality of assignment situated in Nunavik.

10-7.02

The professional who is reimbursed for food transportation costs under clause 10-7.01 shall be entitled each year, on March 1, to an additional allowance equal to sixty-six percent (66%) of the costs incurred for food transportation during the preceding fiscal year.

10-8.00 LODGING

10-8.01

Only the obligations and practices of the Board to provide furnished lodgings for a professional at the time of engagement shall be maintained.

10-8.02

The rents charged to professionals shall be those determined hereinafter and are applied by taking into account the number of professionals living therein. Thus, if two (2) professionals share the same dwelling, the rate charged to each of them shall be equal to half the rate provided hereinafter.

The rates provided hereinafter shall apply and shall be deducted from each payment of salary. However, in the case of a professional who leaves his or her dwelling for the duration of his or her annual vacation, no rent shall be deducted for the duration of the professional's annual vacation if the Board uses the dwelling during that period with the consent of the professional.

Rent deducted from each payment of salary

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

B - MANAGEMENT STAFF MEMBERS WHO ARE JBNQA BENEFICIARIES AND WHO ARE ASSIGNED OUTSIDE NUNAVIK

01) The provisions of this schedule apply to all management staff members employed by the Board.

Unless otherwise agreed to by the Board, this schedule shall not apply to the management staff member during unpaid leave or during a leave of absence within the framework of a deferred compensation plan.

02) The Board shall maintain a special benefit package for those management staff members who are beneficiaries of the James Bay and Northern Québec Agreement and who are assigned to an administrative office of the Board situated outside the territory of Nunavik.

To this effect, this special program includes the following elements:

- a) only the management staff member assigned on a regular basis to the administrative offices of the Board situated in a locality outside the territory of Nunavik who is a beneficiary of the James Bay and Northern Québec Agreement and whose domicile in the legal sense of the word at the time of his hiring is situated in one of the communities of Nunavik may benefit from this special program;
- b) this special program shall terminate as soon as the Board assigns the management staff member to one of the communities of Nunavik;
- c) the management staff member who benefits from the special program shall receive, in addition to his salary, an annual retention premium equal to the premium provided for Sector I in article 10-2.01 of Schedule 1 of this addendum.
- d) the management staff member who is entitled to the special program shall benefit, at the time of his first regular assignment at the head office situated outside the territory of Nunavik, from the reimbursement of his transportation costs for himself and his dependents as well as the reimbursement of the transportation costs of his personal effects and those of his dependents up to:
 - 228 kilograms for each adult and each child 12 years of age or older;
 - 137 kilograms for each child under 12 year of age.

These expenses shall be defrayed by the Board between the community in Nunavik where the management staff member was domiciled at the time of his engagement and his point of assignment or shall be reimbursed upon presentation of supporting documents.

To this effect, articles 10-3.02, 10-3.03 and 10-4.05⁶ of Schedule 1 of this addendum shall apply with the necessary adaptations.

- e) the management staff member who is entitled to the special program shall benefit, upon the termination of his regular assignment in the administrative offices of the Board situated in a locality outside the territory of Nunavik, from the reimbursement of the transportation cost of his household furniture for his own personal use other than that provided by the Board, from his point of assignment to his community of origin, or, as the case may be, to his new place of assignment with the Board.
- f) the management staff member who is entitled to the special program shall benefit from clauses 10-3.01d), 10-2.05, 10-4.01, 10-4.07 of Schedule 1 of this addendum with the necessary adaptations it being understood that the place of assignment is outside of the territory of Nunavik and the point of departure is the community of Nunavik where the management staff member was domiciled at the time of hiring.
- g) clause 10-5.01 of Schedule 1 of this addendum shall apply with the necessary adaptations to the management staff member who benefits from the special program.

⁶ Applicable to the senior staff only

- h) the management staff member who is entitled to the special program shall benefit from the following policy:
- 1) the Board shall assign an apartment rented by the Board to the management staff member newly assigned outside the territory of Nunavik;
 - 2) any regular management staff member may choose an apartment upon the expiry of the lease on the apartment he presently occupies;
 - 3) the rent of an apartment under lease to the Board and in which the management staff member resides shall be paid by the Board who, in return, shall deduct the cost of this rent directly from the management staff member's salary;
 - 4) the management staff member eligible for this program shall receive a monthly housing allowance based on the following rates:
 - two hundred sixty-five dollars (\$265) per month for the management staff member who is single or married without children;
 - three hundred eighty dollars (\$380) per month for the management staff member with children, who requires a second bedroom;
 - five hundred dollars (\$500) per month for the management staff member with more than one child and who requires three (3) or more bedrooms;
 - 5) the Board shall assume responsibility for the leases on the apartments it has leased directly; the Board may however refuse to lease an apartment chosen by the management staff member if its rent is exorbitant;
 - 6) the Board shall not assume any responsibility for apartments for which it does not hold the lease;
 - 7) the Board shall be responsible for furnishing the apartments which it leases;
 - 8) the management staff member who occupies an apartment rented by the Board shall be responsible for all damages caused to the apartment or to the furniture provided by the Board;
 - 9) the management staff member on whom the Board imposes an apartment with more rooms than he needs shall not have to pay more than if he occupied an apartment which meets his needs;
 - 10) the management staff member who chooses to occupy an apartment with more rooms than he needs shall be entitled only to the allowance equivalent to his needs;
 - 11) the management staff member who damages the apartment or the furniture provided by the Board or who is evicted by the landlord may be denied future benefit of this lodging policy upon the decision of the Executive Committee and this, for the duration decided upon by the Executive Committee;
 - 12) should a conflict arise with one or among several employees concerning the allocation of lodging, the Board shall settle the matter in the manner which it deems just and fair under the circumstances.

C - STATUTORY AND BOARD HOLIDAYS

The provisions of this schedule apply to all management staff members of the Board.

1. The management staff member shall benefit from thirteen (13) statutory holidays. These statutory holidays are hereafter described. However, these statutory holidays may be moved by the Board after consultation with the group of management staff members to which this regulation applies:
 - New Year's Day
 - Day after New Year
 - Good Friday
 - Easter Monday
 - Monday proceeding May 25
 - Québec's National Day
 - Canada Day
 - Labour Day
 - Thanksgiving Day
 - Anniversary of the signing of the JBNQA – November 11
 - Christmas Eve
 - Christmas Day
 - Boxing Day
 - New Year's Eve
2. If a statutory holiday falls on a Saturday or a Sunday it is moved by the Board to another day, whenever possible to a Monday or a Friday, or to a day which immediately precedes or follows another statutory holiday.
3. November 11, the anniversary of the signing of the James Bay and Northern Québec Agreement, is a Board holiday. The Board may however decide to move this holiday to another date.
4. Furthermore, one day chosen by the Board between Christmas and New Year is a Board holiday. However, should all workdays between Christmas Day and New Year's Day be holidays under the provisions of this schedule, this additional Board holiday does not apply.
5. The management staff member who is expressly required by the Board to work on a statutory or Board holiday may take this statutory or Board holiday at another date agreed upon by the management staff member and the Board.

D - LEAVES OF ABSENCE OTHER THAN THOSE RESULTING FROM PARENTAL RIGHTS
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1. The Board may grant a leave with or without pay or with partial pay to a senior staff member, for the purpose of allowing him to take training or improvement courses.
2. Prior to the beginning of the leave, the senior staff member requesting such leave and the Board agree on the terms and conditions of the leave and of the subsequent return to work.
3. The position of the senior staff member who is on leave may be filled by a temporary assignment.
4. At the end of the leave, the senior staff member who benefited from it is, subject to the provisions of employment stability and subject to the terms and conditions agreed on between the Board and the senior staff member prior to the beginning of the leave, reinstated in his previous position unless agreed otherwise with the Board, and his replacement is either terminated, or, as the case may be, returned to the position he held with the Board prior to this temporary assignment.
5. The senior staff member who occupies a function in an Inuit organization while maintaining his position with the Board must, if his involvement in this organization requires his occasional absence from his duties at the Board, agree with the Board on the conditions under which the function will be performed so as not to interfere with his work or availability at the Board.
6. Section 93 of the *By-law respecting certain conditions of employment of senior staff of the Kativik School Board* apply to the senior staff member elected to a position within an Inuit organization.
7. The Board may, on request, grant a leave without pay to the senior staff member for any reason which it deems appropriate.

E - SPECIAL LEAVES

Excerpts from the Collective Agreement applicable to the Professionals of the Kativik School Board.

In this document, where a reference to “professional” is made, it shall be replaced by “senior staff member”.

The provisions of this schedule are those negotiated and agreed on for the professional staff of the Board and are subject to revision after each completed round of negotiations.

The clause 7-4.03 is removed because it does not apply.

7-4.00 SPECIAL LEAVES

7-4.01

The professional in service shall be entitled to special leaves for the events listed hereinafter, during which he or she may be absent without loss of salary or premiums for regional disparities:

- a) his or her marriage: a maximum of seven (7) consecutive days, working days or not, including the day of the wedding;
- b) the marriage of his or her father, mother, son, daughter, brother or sister: the day of the wedding provided that he or she attend;
- c) the death of his or her spouse, child or spouse's child if the child lives with the professional: a maximum of seven (7) consecutive days, working days or not, including the day of the funeral;
- d) the death of his or her father, mother, brother or sister: five (5) consecutive days, working days or not, including the day of the funeral;
- e) the death of his or her father-in-law, mother-in-law, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandson or granddaughter: three (3) consecutive days, working days or not, including the day of the funeral; however, if the grandfather or the grandmother lived on a permanent basis with the professional in the locality in Nunavik, the leave shall be extended to five (5) days;
- f) his or her ordination, the taking of perpetual vows: three (3) consecutive days, working days or not, including the day of the event;
- g) the change of domicile: the moving day (once per calendar year);
- h) an annual maximum of three (3) working days to cover fortuitous events (disaster, fire, flood, etc.) which oblige a professional to be absent from work; any other reason which obliges a professional to be absent from work and for whom the Board and the Union agree to grant permission to be absent without loss of salary;

- i) a maximum of two (2) working days to extend the leave prescribed in paragraph A) of clause 5-13.23 and paragraph A) of clause 5-13.24. The additional time shall be granted only to cover the travelling time of the professional when an event takes place outside the locality where the professional works and the professional is required to travel to one of the localities of Nunavik or is required to leave the territory of Nunavik.

7-4.02

- a) The professional assigned to Montréal who attends a funeral outside the territory of Nunavik shall benefit without loss of salary, supplement or premiums for regional disparities from one (1) additional day above the number indicated in subparagraphs c), d) and e) of clause 7-4.01 if the funeral takes place at more than two hundred and forty (240) kilometres from his or her place of residence and from two (2) additional days if he or she attends the funeral and if the distance is more than four hundred and eighty (480) kilometres from the professional's place of residence.
- b) If the professional is assigned to Montréal or one of the localities of Nunavik and if the funeral takes place in a locality situated in Nunavik other than the professional's locality of assignment and he or she attends the funeral, he or she shall also be entitled to the required travel time in addition to the time indicated in subparagraphs c), d) and e) of clause 7-4.01.
- c) The professional assigned to one of the localities of Nunavik who attends a funeral outside the territory of Nunavik shall be entitled to the actual travel time between his or her locality of assignment and either Montréal or Québec City and to subparagraph a) of this clause.
- d) The Board shall take into account any problem encountered by the professional while travelling to the locality of the event and from the locality of the event to the locality of his or her assignment.

7-4.04

Subject to the other provisions of the Agreement, a professional shall be entitled to a leave of absence for a period of 10 days each year of which 6 days shall be deducted from his or her annual bank of sick-leave days to perform duties related to the custody, health or education of his or her child or the child of his or her spouse. Under the same conditions, he or she shall also be entitled to use these days to perform duties related to the state of health of his or her spouse, father, mother, a brother, sister or one of his or her grandparents.

Days taken for this purpose shall be deducted, up to 6 days, from the professional's annual bank of sick-leave days and, failing that, the leave shall be without salary. The leave can also be divided into half-days.

The Board shall receive prior notice of the leave or, if this is not possible, upon the professional's return to work.

7-4.05

The Board, upon request, shall permit a professional to be absent without loss of salary during the time when:

- a) he or she sits for official admission or achievement examinations in an educational institution recognized by the Minister;
- b) he or she acts as a juror or witness in a court of law in a case to which he or she is not a party;
- c) upon the order of the public health department, he or she is placed under quarantine in his or her dwelling because of a contagious disease affecting a person living in the same dwelling;
- d) at the specific request of the Board, he or she undergoes a medical examination in addition to that required by law.

7-4.06

If a professional is unable to notify the Board in advance under this article, he or she must do so as soon as possible according to the provisions of clause 8-4.01.