

<b>AGREEMENT IN PRINCIPLE –VS COLLECTIVE AGREEMENT</b>	<b>BILL 142 VS COLLECTIVE AGREEMENT</b>
➤ A regular employee working <b>15 hours or less</b> will now be receiving on every pay, 11% for social benefits and 8% for vacation. This means that there is no more accumulation of vacation and no more group insurance to pay. Temporary employees remain at 4% vacation pay.	<ul style="list-style-type: none"> <li>• Accumulation of the 8% vacation time and must pay for the health plan. Approximately \$106 per pay. Temporary employees remain at 4% vacation pay.</li> </ul>
➤ There will be an increase in the <b>employer's contribution to the Group Insurance Plan</b> over the next 3 years. Don't know exactly how much it's going to be each year, but at the end of the 3 years it will be around \$110.00-\$115.00. Right now the employer's contribution is only \$60.00 for a family plan.	<ul style="list-style-type: none"> <li>• No change. \$60 for a family plan and \$24 for an individual plan.</li> </ul>
➤ An employee on sick leave may ask for a <b>temporary assignment</b> in an other position or light duties for a period which may not exceed 12 weeks	<ul style="list-style-type: none"> <li>• Not included</li> </ul>
➤ An employee may request a <b>progressive return to work</b> even if he/she has been off less than 12 weeks.	<ul style="list-style-type: none"> <li>• Not before a twelve week period</li> </ul>
➤ If the School Board requires you to attend a <b>medical appointment</b> and you don't show up, you have to pay the fees if you did not advise the school board or you didn't have a valid reason.	<ul style="list-style-type: none"> <li>• Not included</li> </ul>
➤ Modification of Vacations schedule	<ul style="list-style-type: none"> <li>• No change</li> </ul>
➤ The School Board has to <b>confirm vacations before June 15</b>	
➤ <b>Day Care and special ed technicians vacations</b> will be taken when services are not being rendered.	<ul style="list-style-type: none"> <li>• 8% instead of vacation</li> </ul>
➤ Clause in local agreement - may take more than 5 days of vacation outside of summer with agreement with the School Board.	<ul style="list-style-type: none"> <li>• 5 Days</li> </ul>
➤ Leave without salary may be asked after <b>5 years</b> (down from 7)	<ul style="list-style-type: none"> <li>• After 7 years</li> </ul>
➤ In case of illness the salary will be reduced to <b>80% for the first 3 months</b> This is an extension from the 30 days that we now have.	<ul style="list-style-type: none"> <li>• One month</li> </ul>
➤ Personnel that are now in <b>Chapters 10-3 &amp; 10-4</b> will now benefit from the full collective agreement with special provision for hours and employment security.	<ul style="list-style-type: none"> <li>• Personnel that are now in <b>Chapters 10-3 &amp; 10-4</b> will remain. No employment security and In day care service sector, the school board may reduce the number of hours or carry out a temporary layoff between May 15 and September 15 as regards a collective agreement that does not provide such an option.</li> <li>• In the special education sector, any position that is newly created or that becomes vacant after the first day of class may be filled temporarily until the end of the school year as regards a collective agreement that does not provide such an option.</li> <li>• A position in the special education sector described in paragraph 29 must, where applicable, be temporarily filled by an employee on availability or, failing that, by a person registered on a priority hiring list; the same applies to special education technicians and attendants for handicapped students as regards a collective agreement that does not contain specific provisions concerning a special education sector.</li> </ul>
➤ Employees will have the right to refuse responsibility of trainees	<ul style="list-style-type: none"> <li>• Not included</li> </ul>
➤ The chapter concerning special provisions for those working in <b>remote regions</b> will be	<ul style="list-style-type: none"> <li>• Not included</li> </ul>

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included in the collective agreement	
➤ The amount allocated for the <b>PIC fund</b> will be increase from <b>\$45 to \$100</b> per equivalent full time employee. Of the total amount, \$40 per equivalent full time employee will be under the sole discretion of the school board.	<ul style="list-style-type: none"> <li>• No increase</li> </ul>
➤ <b>Amounts owed to the school board</b> by an employee who is leaving the board will be recuperated on the last pay unless the employee has officially contested the amount owed.	<ul style="list-style-type: none"> <li>• Not included</li> </ul>
➤ All <b>reclassification requests</b> will be presented to the union at the Labour Relation Meeting and all pertinent information will be presented by both sides	<ul style="list-style-type: none"> <li>• Not included</li> </ul>
➤ Under <b>Plan 1 of the loans and rentals</b> the school board will have to submit the calendar for the municipal activities. All municipal activities that occur outside of those presented in the calendar will be subject to the loan and rentals under Plan 1.	<ul style="list-style-type: none"> <li>• No change</li> </ul>
➤ <b>Movement of personnel</b> clause will be modified to indicate that if your position is abolished you will have the right to choose a vacant position or displace the person with least seniority in your class of employment ( same number of hours or more ). For the person displaced you will have to choose a vacant position in your class of employment or if none are available displace the person with the least seniority in you class of employment holding an equivalent position. For those unable to exercise either of these options you will have the choice to take a vacant position or displace the person with least seniority in the class of employment whose maximum salary scale is identical to your class of employment or immediately inferior.	<ul style="list-style-type: none"> <li>• No change</li> </ul>
➤ The school board will be allowed to fill newly created positions or vacant positions on a temporary basis until the positions are offered by <b>posting or movement of personnel procedure</b> that will occur in <b>January and the end of the school year</b> .	<ul style="list-style-type: none"> <li>• No change</li> </ul>
➤ <b>All hours worked</b> at the school board will be recognized as <b>seniority</b> when an employee obtains a regular position.	<ul style="list-style-type: none"> <li>• <b>All hours worked</b> at the school board will not be recognized as <b>seniority</b> when an employee obtains a regular position.</li> </ul>
➤ <b>Overtime hours</b> will be considered as all hours exceeding the normal work day or normal work week.	<ul style="list-style-type: none"> <li>• No change</li> </ul>
➤ <b>Arbitration costs</b> will be at the expense of the party who loses the grievance.	<ul style="list-style-type: none"> <li>• <b>Arbitration costs</b> will be at the expense of the party who loses the grievance.</li> </ul>
➤ Same as Law	<ul style="list-style-type: none"> <li>• <b>Civil union</b> Unless the context indicates otherwise, provisions referring to the concepts of marriage, nullity and dissolution of a marriage and divorce are to be read as referring also to the concepts of civil union and nullity and dissolution of a civil union.</li> </ul>
➤ Same as Law	<ul style="list-style-type: none"> <li>• <b>Parental rights</b> When an employee is receiving benefits under the Act respecting parental insurance (R.S.Q., chapter A-29.011) or would receive such benefits if he or she applied for them, any indemnity provided for in a collective agreement and paid by an employer because of maternity or adoption leave is paid as a supplement to those benefits.</li> </ul>

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	<p>The duration of maternity leave is 21 weeks in the case of an employee who is receiving maternity or parental benefits under the Act respecting parental insurance during that period or would receive such benefits if she applied for them. For each of those weeks, the employee receives the indemnity provided for in the collective agreement.</p> <p>The period during which an indemnity provided for in a collective agreement is paid because of maternity or adoption leave is not extended because of the payment of benefits under the Act respecting parental insurance.</p> <p>The maternity or adoption leave is concurrent with the period during which benefits are paid under the Act respecting parental insurance. The leave must begin not later than the week after the payment of benefits under the Act respecting parental insurance begins. The combined duration of adoption leave and of leave without pay to extend adoption leave may not exceed 114 weeks.</p> <p>An employee the payment of whose benefits under the Act respecting parental insurance is suspended and who does not return to work is considered to be on leave without pay.</p> <p>In the case of an employee who is not entitled to receive benefits under the Act respecting parental insurance but is entitled to receive similar benefits under the Employment Insurance Act (Statutes of Canada, 1996, chapter 23), the indemnity paid under a collective agreement because of maternity or adoption leave is paid, subject to the provisions of the Employment Insurance Act, as a supplement to the benefits granted under that Act.</p> <p>Paragraphs 11 to 13 come into force on 1 January 2006.</p>
<p>➤ Same as Law</p>	<p>Once the collective agreement is officially signed, it will be in effect until March 31, 2010. This means we will be getting a 2% salary increase for 2006, 2007, 2008 and 2009 on April 1<sup>st</sup> of each year.</p>
<p>➤ Same as Law</p>	<p><b>Bonuses and allowances</b></p> <p>Bonuses and allowances are increased by 2% on 1 April of each of the years 2006, 2007, 2008 and 2009 or, for employees referred to in paragraphs 2 to 4, on the dates specified in those paragraphs, except for</p> <p>(1) bonuses and allowances expressed as a percentage of salary; and</p> <p>(2) bonuses and allowances that were not increased when the latest clauses were negotiated and agreed at the national level.</p> <p>The salary supplements provided for in the list referred to in section 15 include the increases provided for in the first paragraph.</p>
<p>Retroactive salary adjustment for school secretary</p>	<ul style="list-style-type: none"> <li>• Not included</li> </ul>