

**AGREEMENT TO BRING CERTAIN PROVISIONS OF THE
2020-2023 PROVINCIAL ENTENTE INTO EFFECT
(Appendix LV)**

1. Context

During the drafting phase of the 2020-2023 entente, in the days leading up to the final signing, we were faced with an issue of enforcement and application of certain provisions, as the effective date of the entente (November 17, 2021) was almost three months after the start of the school year. To remedy this, we have agreed on an appendix to clarify certain ambiguities and avoid litigation at the local level. Please note that this appendix is arbitrable.

2. Content

<p>At the preschool level, starting in the 2021-2022 school year, the rules for formation of student groups in disadvantaged areas have been modified by lowering the ratios, as part of the administrative agreement signed on July 9, 2021. Compensation for exceeding the maximum is therefore paid, where applicable, based on these new ratios.</p>	<p>Retroactively, from the beginning of the school year.</p> <p>The compensation must also be calculated based on the new version of Appendix XXI</p>
<p>The parties agreed in clause 8-5.03 that, "Subject to the terms and conditions prescribed in local provisions, a minimum of 10% of pedagogical days whose content shall be determined by the teachers shall be identified by the board in the context of establishing the school calendar in accordance with clause 8-5.02". Considering that the 2021-2022 school year has already begun and that the school calendar has been duly adopted, the following terms and conditions shall apply:</p> <ul style="list-style-type: none"> • this percentage will be applied to the total number of pedagogical days provided for in the calendar; • the board, following consultation with the union party, shall identify the pedagogical days or parts of pedagogical days whose content shall be determined by the teachers. 	<p>For example, if there are currently 5 pedagogical days that have occurred out of 20, the 10% must still be applied to 20, not 15.</p>
<p>Adult Education</p> <p>- the parties agreed to increase the number of hours devoted to</p>	

<p>pedagogical days from 24 hours to 32 hours as part of the 800 hours of courses and lessons and pedagogical follow-up. For the 2021-2022 school year, these hours will be distributed among the pedagogical days already set in the school calendar, unless the board decides to modify it to take them into account.</p>	<p>This allows, for the current school year only, for more than 4 hours per day to be drawn from the "bank", without forgetting that these hours come from the 800 hours devoted to courses and lessons and to pedagogical follow-up.</p>
<p>- the parties have agreed in paragraph b) of clause 11-14.01 to take <i>"into account the pedagogical follow-up related to the teacher's speciality prescribed in clause 11-14.05 when developing his or her workload"</i>. This provision will take effect for the 2022-2023 school year workload.</p> <p>However, to promote the smooth application of this new provision and to avoid judicialization, the CPNCA agrees to recommend to the boards that they implement this provision during the year on an exceptional basis, depending on the pedagogical needs of students.</p>	<p>This will obviously be more feasible when a new contract is created during the year.</p>
<p>In Adult Education and Vocational Training, the teaching hours completed prior to the signing of the entente will be taken into account for the granting of a part-time contract during the 2021-2022 school year. They will be included in the calculation of the number of teaching hours previously determined (clauses 11-8.03 and 13-9.03), without retroactive effect. Thus, for example, in vocational training, since the number of hours will henceforth be 144 hours, a teacher who has already completed 100 hours of teaching on the date of the signing of the entente will be granted a contract on that date for the remaining 44 hours.</p>	