AGREEMENT CONCLUDED

BETWEEN

ON THE ONE HAND,

**THE COMITÉ PATRONAL DE NÉGOCIATION
POUR LES COMMISSIONS SCOLAIRES FRANCOPHONES
(CPNCF)**

AND

ON THE OTHER HAND,

**THE QUEBEC PROVINCIAL ASSOCIATION OF TEACHERS (QPAT)
ON BEHALF OF THE TEACHERS' UNION WHICH IT REPRESENTS**

**In accordance with the Act respecting the process of negotiation of the collective agreement in the public and parapublic sectors
(CQLR, chapter R-8.2)**

Produced by the Comité patronal de négociation
pour les commissions scolaires francophones
(CPNCF)
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CHAPTER 1-0.00 DEFINITIONS

1-1.01 Definitions

Unless the context indicates otherwise, for the purpose of applying this agreement, the words, terms and expressions defined hereinafter have the meaning and the application respectively attributed to them.

1-1.02 Year of schooling

Every complete year of schooling recognized as such for a teacher by the official attestation of the status of his or her schooling issued by the Minister, a board[1] or the board in accordance with the *Manuel d'évaluation de la scolarité* in force or considered in force on the date of the coming into force of the agreement.

1-1.03 Year of experience

Every year recognized in accordance with article 6-4.00.

1-1.04 Year of service

Every year devoted to full-time teachers' duties on behalf of:

a) the board;

b) a school administered by a government ministry and situated in the board's territory;

c) a school administered by an associate institution authorized by law and situated in the board's territory, if the instruction which was provided by the school is assumed by the board.

1-1.05 School year

School year as defined in the Education Act (CQLR, chapter I-13.3).

1-1.06 Association

The Quebec Provincial Association of Teachers (QPAT).

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[1] Within the meaning of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

1-1.07 Centre

An educational institution under the authority of a principal, the object of which is to provide instruction to students enrolled in adult services; an institution may be located on several premises or in several buildings at its disposal.

However, for the purpose of one of the matters negotiated and agreed upon at the local or regional level, the board and the union may agree on a different definition of the term "centre".

1-1.08 Field of teaching

Any one of the fields of teaching mentioned in Appendix 1.

1-1.09 Department head

A teacher who, in a school, a centre or a group of schools or centres, carries out his or her duties as a teacher as well as the duties of a department head with a group of teachers at the elementary level, secondary level or in adult education.

1-1.10 Management Committee

Management Negotiating Committee established under paragraph 1 of section 30 of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2), namely the Comité patronal de négociation pour les commissions scolaires francophones (CPNCF).

1-1.11 Board

The Littoral School Board.

1-1.12 Spouse

Persons:

a) who are united by marriage or by civil union and cohabit;

b) of the same or opposite sex who are living together in a conjugal relationship and are the father and mother of the same child;

c) of the same or opposite sex who are living together in a conjugal relationship for at least one year;

it being specified that the dissolution of the marriage by divorce or annulment or the dissolution of the civil union under the law, as well as any de facto separation for more than three months in the case of persons living together in a conjugal relationship shall entail the loss of status as a spouse.

1-1.13 Agreement

This agreement including all the stipulations negotiated and agreed upon in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

1-1.14 Principal

The person appointed by the board in a school or centre who exercises authority in accordance with the law and the powers the board may delegate to him or her.

1-1.15 Vice-principal

The person whom the board may appoint to assist the principal in the exercise of his or her duties and functions.

1-1.16 Salary scale

The salary scale found in clause 6-5.03.

1-1.17 Experience step

A subdivision of a salary scale corresponding to the year of experience which a teacher is in the process of acquiring, subject to clause 6-4.01.

1-1.18 School

An educational institution under the authority of a principal, the object of which is to provide educational services to students other than those enrolled in adult education services; an institution may be located on several premises or in several buildings at its disposal.

However, for the purpose of one of the matters negotiated and agreed upon at the local or regional level, the board and the union may agree on a different definition of the term "school".

1-1.19 Teacher

Every person employed by the board whose occupation is to teach students in accordance with the provisions of the Education Act (CQLR, chapter I-13.3).

1-1.20 Teacher-by-the-lesson

A teacher whose contract of engagement, in accordance with Appendix 3-A), specifies the instruction which he or she agrees to provide to students and the number of hours that it involves up to 1/3 of the full-time teacher's annual maximum workload.

1-1.21 Part-time teacher

A teacher whose contract of engagement, under Appendix 3-B), determines that he or she is employed for an incomplete school day, an incomplete school week or an incomplete school year.

However, this contract may stipulate that the teacher work on a full-time basis for a complete school year in the case of replacement.

1-1.22 Full-time teacher

A teacher who, being neither a teacher-by-the-lesson nor a part-time teacher, has a written contract of engagement under Appendix 3-C).

1-1.23 Teacher on availability

Status of a tenured teacher in surplus.

1-1.24 Itinerant teacher

A teacher who is required to travel from one building of the board to another in order to carry out his or her duties.

1-1.25 Regular teacher

A teacher engaged by a tacitly renewable annual contract.

1-1.26 Supporting teacher

A teacher who, in addition to his or her teaching duties in a school or group of schools, performs the specific duties of a supporting teacher.

1-1.27 Agreement

This agreement including all the stipulations negotiated and agreed upon at the provincial level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

1-1.28 Fédération

The Fédération des commissions scolaires du Québec (FCSQ).

1-1.29 Government

The Government of Québec.

1-1.30 Grievance

Any disagreement related to the interpretation or application of the agreement.

1-1.31 Students' timetable

Students' timetable defined by the board in accordance with the regulations of the Minister.

1-1.32 Legally qualified

A person who is legally qualified has a personal teaching authorization issued by the Minister under the Regulation respecting teaching licenses (CQLR, chapter I-13.3, r. 2).

1-1.33 Ministère

The Ministère de l'Éducation et de l'Enseignement supérieur.

1-1.34 Minister

The Minister of Education, Recreation and Sports.

1-1.35 Not legally qualified

Anyone not legally qualified, including any person for whom the board has received from the Minister a letter specifically tolerating such engagement.

1-1.36 Period

A unit of variable length of the subdivision of the students' timetable.

1-1.37 Administrative region

Any one of the administrative regions defined by the Government of Québec in force on the effective date of this agreement.

1-1.38 Union representative

Any person designated by the union to perform union duties.

1-1.39 Head teacher

A teacher who acts under the authority of the principal in a building at the disposal of a school to exercise the duties determined by the board when the school has more than one building at its disposal.

1-1.40 Education sector

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

1-1.41 Specialist

A teacher generally assigned to teach a specialty to several groups of students at the preschool or elementary level or both.

1-1.42 Specialty

Any of the specialties defined by the Ministère for the purpose of applying clause 1-1.41.

1-1.43 Casual supply teacher

A person, other than a regular teacher, who replaces an absent teacher.

1-1.44 Regular supply teacher

Regular teacher whose duties consist in replacing absent teachers.

1-1.45 Union

Lower North Shore English Teachers' Association

1-1.46 Salary

Remuneration in legal currency to which the experience step and scale in which a teacher is classified entitle him or her according to Chapter 6-0.00, including all workdays, legal holidays and vacation.

1-1.47 Total salary

Total remuneration in legal currency paid in accordance with the agreement.

CHAPTER 2-0.00 FIELD OF APPLICATION AND RECOGNITION

2-1.00 FIELD OF APPLICATION

2-1.01

This agreement applies to all teachers covered by the certification and employed by the board to teach preschool, elementary and secondary school students.

2-1.02

Without limiting the scope of the foregoing, this agreement applies to head teachers, department heads and supporting teachers, but does not apply to management personnel including principals and vice-principals, professional personnel, administrative personnel, technical personnel, secretarial personnel nor to the personnel of auxiliary and community services or school equipment services.

2-1.03

Notwithstanding clause 2-1.01, only the clauses of the agreement in which they are specifically referred to as well as the grievance procedure for these same clauses apply to the following persons covered by the certification:

1) a casual supply teacher;

2) a teacher-by-the-lesson;

3) a teacher employed by the board who is teaching outside Québec following an agreement approved by the Minister between the teacher, the board, the Government of Canada, the government of another province or the Government of Québec.

2-1.04

The agreement does not apply to teachers coming from abroad or from another province and who teach for the board following an agreement between the board, the Government of Canada or the Government of Québec and the government of another province or a foreign government. However, the board shall consider every such teacher as if he or she were one of its other teachers, when applying the provisions of Chapter 8-0.00.

2-1.05

Notwithstanding clause 2-1.01, only Chapter 11-0.00 applies to teachers covered by the certification and employed directly by the board to teach adults within the framework of adult education courses under the authority of the board.

2-2.00 RECOGNITION OF LOCAL PARTIES

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

2-3.00 RECOGNITION OF PROVINCIAL PARTIES

2-3.01

The board and the union recognize the Fédération, the Association and the Minister for the purpose of dealing with any issue relating to the application and interpretation of the provisions of the agreement.

2-3.02

The board and the union recognize the Fédération, the Association, the Minister and the Management Committee for the purpose of assuming, on their behalf, the responsibilities which certain clauses delegate specifically to them.

CHAPTER 3-0.00 UNION PREROGATIVES

3-1.00 COMMUNICATION AND POSTING OF UNION NOTICES

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

3-2.00 USE OF SCHOOL BOARD PREMISES FOR UNION PURPOSES

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

3-3.00 DOCUMENTATION TO BE PROVIDED TO UNION

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

3-4.00 UNION SYSTEM

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

3-5.00 UNION DELEGATE

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

3-6.00 LEAVES OF ABSENCE FOR UNION ACTIVITIES

Section 1 Leaves of absence without loss of salary, supplements or premiums for regional disparities, without reimbursement by the union and without deductions from the bank of authorized days

3-6.01

Every meeting or assembly involving teachers shall usually be held outside the students timetable.

However, when, at the request of the board or with the board's explicit permission, a meeting of teachers is held during the students' timetable, the teachers may attend the meeting for its entire duration.

3-6.02

A teacher who is working or who is not released may also take time off work for the following reasons:

a) he or she is called or involved as a witness or plaintiff for the time deemed necessary by the arbitrator in a hearing which takes place in accordance with this agreement;

b) he or she is required to act as an advisor during a hearing which takes place in accordance with this agreement;

c) when he or she is required to participate, for the time deemed necessary by the tribunal, in a hearing of a tribunal set up under the Labour Code (CQLR, chapter C-27) dealing with labour relations, provided that the board of the teacher concerned or, where applicable, the board where he or she taught the previous year, be a party to the dispute;

d) the fact that he or she is involved in a hearing of a federal or provincial administrative tribunal as a witness arises from his or her status as an employee for the length of time deemed necessary by the tribunal;

e) he or she is required to sit on a committee set up under this agreement.

3-6.03

Barring uncontrollable circumstances, every absence prescribed in this section must be preceded by a written notice of at least 48 hours to the school administration.

Section 2 Leaves of absence without loss of salary, supplements or premiums for regional disparities but for which the union shall reimburse the board and with deductions from the bank of authorized days

3-6.04

Every union representative or union delegate or official substitute, with the written consent of the union, shall obtain authorization to be absent to carry out all union or professional duties conducted under the auspices of the union.

3-6.05

a) Under this section, the maximum number of days of absence authorized per year for the union shall be 50 days.

b) Without departing from the provisions of clause 3-6.13, if the absences are for two consecutive days or more per week per teacher, they must be preceded by a notice of at least 48 hours specifying the duration of the absence for each teacher.

c) In the case of a teacher who does not wish to use one of the days mentioned in the notice, the board shall, upon a 24-hour notice to this effect, neither deduct nor request reimbursement for the unused days.

d) The board shall pay for all substitution required because of the absences prescribed in this section and the union shall reimburse the board for the salary actually paid by the board to the person who filled the said absences.

Section 3 Leaves of absence without loss of salary, supplements or premiums for regional disparities but for which the union shall reimburse the board and without deductions from the bank of authorized days

3-6.06

a) At the written request of the union or the Association before June 20, the board shall release, on a full-time basis for the entire following school year, every teacher designated by the union or the Association.

b) At the written request of the union before June 20, the board shall release, on a part-time basis for the following school year, every teacher designated by the union.

c) Between August 1 and June 1, within 30 days of the union's written request, the board shall release, on a full-time or part-time basis for the balance of the current school year, every teacher designated by the union provided that the board has found a replacement.

Notwithstanding the preceding paragraph, the board may also grant full-time or part-time leaves of absence for part of the school year.

3-6.07

Every part-time leave of absence under subclause b) or c) of clause 3-6.06 must be:

a) for the secondary-level teacher or the preschool and elementary-level specialist: a fixed period of time in his or her timetable[1];

b) for any other preschool or elementary-level teacher: in the morning or in the afternoon but for a fixed period of time in his or her timetable[1].

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[1] The expression "a fixed period of time in his or her timetable" means the teaching time provided to a given group of students.

Following a written request from the union, the maximum number of teachers released on a part-time basis cannot exceed three and, in no case, shall more than one teacher per school be released.

3-6.08

The board must be informed in writing before March 15 if the teacher so released under clause 3-6.06 wishes to be reinstated in his or her duties at the board for the following school year. Failing such a notice, the teacher concerned shall be released for another school year.

3-6.09

In addition to the amounts that the board continues to pay a teacher released under clause 3-6.06, in accordance with the provisions of this section, the board shall also pay the teacher released on a full-time basis any supplement which the union or the Association asks it to pay.

The union or the Association, as the case may be, agrees to reimburse the board for all amounts paid to a teacher so released as well as for all amounts paid for or in the name of the teacher including all supplements as well as any additional amounts, whatever they may be (with the exception of administrative costs), which the payment of the said supplements may cost the board, at a time and according to the terms and conditions agreed upon between them.

3-6.10

Any teacher not released who is a member of the Association's board of directors shall be released to attend meetings of the said board of directors. In this case, reimbursement shall be made by the Association in accordance with the provisions of subclause d) of clause 3-6.05.

Section 4 Leaves of absence without salary for union activities

3-6.11

At the written request of the union or the Association before June 20, every teacher required and designated by the union or the Association shall obtain, for the entire following school year, a leave of absence without salary which enables him or her to work on a full-time basis for the union or the Association. Clause 3-6.12 does not apply to a teacher referred to in this clause.

The board must be informed in writing before March 15 if the teacher so released for union business wishes to be reinstated or not in his or her functions at the board for the following school year. Failing such a notice, the teacher concerned shall be released for another school year.

Section 5 General provisions

3-6.12

Every teacher released under this article shall retain all the rights and benefits which he or she would receive under the agreement as if he or she were at work, unless the agreement stipulates otherwise.

3-6.13

Unless this article stipulates otherwise, every absence prescribed in this article must be preceded by a written notice to the school administration. Barring uncontrollable circumstances, the notice must be given 24 hours in advance.

3-6.14

The union delegate or his or her substitute, where applicable, shall carry out union activities outside of his or her teaching duties. However, when the union delegate or his or her substitute must leave his or her position, the union delegate or his or her substitute must comply with clause 3-6.13. Every day of total or partial absence shall be deducted from the authorized days of absence prescribed in clause 3-6.05.

3-7.00 DEDUCTION OF UNION DUES OR THEIR EQUIVALENT

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

CHAPTER 4-0.00 METHODS, SUBJECTS AND PROCEDURES OF PARTICIPATION OF TEACHERS OTHER THAN THE SUBJECTS (AND THEIR METHODS) NEGOTIATED AND AGREED UPON AT THE PROVINCIAL LEVEL

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

CHAPTER 5-0.00 CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS

5-1.00 ENGAGEMENT

Section 1 Engagement (subject to security of employment, priorities of employment and acquisition of tenure)

5-1.01

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

Section 2 Contracts of engagement

5-1.02

Engagement shall be the responsibility of the board.

5-1.03

The board shall comply with the provisions of this article as regards the engagement of every teacher.

A teacher who signs a contract shall receive an English version of the contract.

5-1.04

The engagement of a full-time teacher, a part-time teacher or a teacher-by-the-lesson shall be made according to one of the two possibilities prescribed in subclauses a) and b) of the present clause:

Contract

a) For the purpose of signing the contract under Appendix 3, the board shall forward the contract to the full-time teacher (first contract only), the part-time teacher or the teacher-by-the-lesson within 30 days of his or her first workday. The teacher shall then have 30 days, following transmission of the contract, to sign it and return it to the board. At the end of this period, failing receipt of the duly signed contract by the teacher, the contract shall be deemed to have been signed. The board shall forward to the union a copy of the contract, whether signed or not, within 5 days following the end of the last time limit.

Letter of engagement

b) As of the date of the coming into force of the agreement, the engagement of a full-time teacher (first contract only), part-time teacher or teacher-by-the-lesson may also be accomplished by a letter of engagement.

The letter of engagement shall include the same information as the contract. It is deemed to constitute a contract with the same obligations and with the same legal value. It shall be forwarded to the teacher and the union within 30 days of the teacher's first workday.

Addition of hours

c) When hours are added to a teacher's workload, the board shall forward to the teacher and the union a new contract or, as the case may be, a new letter of engagement stipulating the changes. The same procedures and time limits provided for in subclauses a) and b) shall apply, as the case may be.

d) The board and the union may agree to change the time limits provided for in subclauses a) and b).

5-1.05

When the board must proceed with the engagement of a full-time teacher, it shall comply with the provisions of article 5-3.00.

5-1.06

Subject to the application of subparagraphs 1), 2) and 3) of subclause A) of clause 5-3.20, the board may appoint a person whom it already employs to a vacant teaching position.

5-1.07

Except for a replacement, a person engaged by the board between July 1 and December 1 to carry out a full-time teaching workload up to the end of the school year shall be entitled to a full-time contract effective on the date stipulated for his or her entry into service.

5-1.08

Subject to article 5-8.00, the contract of engagement of every teacher who is employed as a full-time teacher shall be an annual contract of engagement which is tacitly renewable.

5-1.09

The contract of engagement of a nonlegally qualified teacher who is employed to teach on a full-time basis for one school year shall terminate automatically and without notice on June 30 of the current school year.

5-1.10

The board shall grant a contract by-the-lesson to a person who accepts to carry out teaching duties corresponding to 1/3 or less of the annual maximum workload of a full-time teacher.

The contract of engagement of every teacher who is employed as a teacher-by-the-lesson shall terminate automatically and without notice on June 30 of the current school year or at an earlier date, which shall either be clearly specified in the contract or shall depend on the occurrence of an event which is specifically prescribed in the contract.

5-1.11

The board shall offer a part-time contract to the casual supply teacher whom it engaged to replace a full-time or part-time teacher whose period of absence has been predetermined as being longer than two consecutive months.

Notwithstanding the preceding paragraph, after two consecutive months of absence of a full-time or part-time teacher, the casual supply teacher who replaced him or her during that time shall be offered a part-time contract without retroactive effect. One or more absences of the casual supply teacher totalling three days or less during the accumulation of the two consecutive months of replacement shall not interrupt the accumulation.

The absence of legal qualifications may not be invoked against any teacher including a teacher-by-the-lesson or against a casual supply teacher eligible to a part-time contract who has met, within the time limits prescribed, the conditions established for obtaining the legal qualifications but who has not produced the required documents due to an administrative delay not attributable to him or her.

5-1.12

The board shall grant a part-time contract to a person who is employed:

a) for an incomplete school day for the whole school year, subject to clause 5-1.10;

b) for an incomplete school week for the whole school year, subject to clause 5-1.0;

c) for an incomplete school year, subject to clause 5-1.07 and the first two paragraphs of clause 5-1.11.

The last paragraph of clause 5-1.11 shall apply.

5-1.13

A) The contract of engagement of every teacher who is employed as a part-time teacher to replace a teacher who is absent shall terminate automatically and without notice upon the return of the teacher who is replaced or at the earliest on the last day during which students are present in school as established in the school calendar of the current school year.

The contract of engagement of every other teacher who is employed as a part-time teacher shall terminate automatically and without notice:

1) on June 30, in the case of a contract for an incomplete school day for the entire school year or for an incomplete week for the entire school year;

2) at the earliest on the last day during which students are present in school during the current school year as established in the school calendar, in the case of a contract to complete a school year;

3) on a specific date in all other cases, which date shall be clearly specified or shall depend on the occurrence of an event which is specifically prescribed.

B) Notwithstanding subclause A), the contract of engagement of a part-time teacher shall terminate on June 30 if it is a contract covering the last 100 days of the work year.

C) Notwithstanding the first paragraph of subclause A), in the case of gradual return to work during a disability leave described in subclause A) of clause 5-10.17, the following provisions apply:

1) if the gradual return to work of the absent teacher begins during the first 100 days of the work year, the part-time teacher who replaces him or her has the choice of continuing or not the replacement as of the gradual return to work provided that, he or she exercises his or her choice before the period initially set for the gradual return to work;

2) if the gradual return to work of the absent teacher begins during the last 100 days of the work year, the part-time teacher must continue the replacement until the absent teacher's return on a full-time basis;

3) during the gradual return to work of the absent teacher, the board shall complete the part-time teacher's contract when other duties are available and compatible with his or her qualifications, experience and work schedule.

Section 3 Priority of employment list for the awarding of contracts (subject to security of employment, priorities of employment and acquisition of tenure)

5-1.14

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

Section 4 Consequence of refusing a regular teaching position assigned under subparagraph 9) of subclause A) of clause 5-3.20

5-1.15

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

In the absence of such provisions, the consequence is the same as that which applies when a part-time contract is refused, with the necessary changes.

5-2.00 SENIORITY

5-2.01

A) The teacher employed by the board on June 30, 2010, shall retain the seniority already acquired on that date. The same applies to the person who is not employed by the board as a teacher on June 30, 2010, but who is entitled to seniority for the period prior to July 1, 2010.

B) For the period from July 1, 2010 to June 30, 2015, seniority shall be evaluated according to the provisions of clauses 5-2.02 to 5-2.13 of the 2010-2015 agreement and shall be added to the seniority recognized on June 30, 2010.

C) The board shall recognize the years of seniority, the years during which a person performed duties other than those of a teacher or professional; however, the period during which a person performed duties other than those of a teacher or professional since July 1, 1980 shall be recognized up to two years of seniority.

However, the seniority of the principal or vice-principal who returned to teaching between June 30, 1983 and the date of the coming into force of the 1986-1988 agreement shall be evaluated in accordance with the provisions of the 1983-1985 agreement.

D) For every period after June 30, 2015, seniority shall be evaluated in accordance with the provisions of clauses 5-2.02 to 5-2.13 of the agreement and shall be added to the seniority already recognized.

5-2.02

Seniority means the period of employment:

a) at the board; however, the period of employment in positions other than those of teacher or professional since July 1, 1980 shall not be accumulated for more than two years;

b) as a teacher in a school administered by a government ministry and situated in the board's territory;

c) as a teacher in a school administered by an associated institution authorized by law and located in the territory of the board if the teaching which was provided by the school is assumed by the board.

5-2.03

Seniority shall be determined only for teachers under contract.

5-2.04

Seniority shall be established in terms of years and fractions of years:

$$\text{Number of years and } \frac{\text{number of days}}{200}$$

However, the time spent as a casual supply teacher shall not be calculated. Nevertheless, the time spent by the teacher as a casual supply teacher in the position he or she now occupies shall be calculated.

Notwithstanding the foregoing, the period of employment in a position other than that of a teacher shall be converted in terms of fractions of years according to the following formula:

$$\frac{\frac{x}{y} \times 200}{200} = n$$

where x = number of workdays covered by the period of employment of the full-time employee in the employment group concerned

y = number of workdays in the work year applicable to the full-time employee in the employment group concerned

n = fraction of a year of seniority

In the case of a person who becomes a teacher, he or she shall not have more seniority recognized for him or her for the portion of the year during which he or she occupied a position, other than that of a teacher, than a teacher who was employed during this same portion of the school year.

5-2.05

The seniority of a full-time teacher shall be determined as follows:

a) for each school year in which the period of employment covers the entire school year, one year of seniority shall be recognized for the teacher;

b) for each school year in which the period of employment does not cover the entire school year, a fraction of a year established according to the following formula shall be recognized for the teacher for that period of employment: the number of workdays included in the period, divided by 200.

The seniority of the part-time teacher shall be calculated as follows:

- for each school year, a fraction of a year shall be recognized for the teacher, established according to the following formula: the number of workdays included in the period of employment multiplied by the proportion of his or her workload in relation to the workload of a full-time teacher; this result divided by 200.

The seniority of the teacher-by-the-lesson shall be calculated as follows:

- for each school year, a fraction of a year shall be recognized for the teacher, established according to the following formula: the number of workdays included in the period of employment multiplied by the proportion of his or her number of hours of teaching in relation to the workload of a full-time teacher; this result divided by 200.

5-2.06

The alienation, total or partial concession, division, amalgamation or change in the legal structures of the board (including the disappearance of the board to the benefit of one or more boards) shall not affect the seniority of a teacher who was employed by the board or boards concerned at the time of the alienation, total or partial concession, division, amalgamation (including the disappearance of the board to the benefit of one or more boards) or change in the legal structures; the seniority of the said teacher shall be the same as he or she would have had had such a change not occurred.

5-2.07

Seniority shall be lost only for one of the following reasons:

a) the resignation of the teacher, except in the case of a resignation followed by a reengagement by his or her board for services during the school year following the year of resignation;

b) the dismissal, termination or nonreengagement uncontested or upheld by an arbitration decision, except in the case of a dismissal, termination or nonreengagement followed by a reengagement by his or her board for services during the school year following the year of the dismissal, termination or nonreengagement;

c) if more than 24 consecutive months have elapsed since the nonreengagement of a teacher because of surplus or between his or her nonreengagement because of surplus and his or her reengagement by his or her board;

d) if more than 24 consecutive months have elapsed since the expiry of the contract of engagement of the part-time teacher or teacher-by-the-lesson and his or her reengagement by his or her board.

5-2.08

Within 45 days of the date of the coming into force of the agreement, the board shall establish the seniority on June 30, 2015 of every teacher it employs and shall forward a list thereof to the union. Unless the board and the union agree to correct the list, the seniority so established in accordance with subclauses B) and C) of clause 5-2.01 for every such teacher may only be contested in accordance with clause 5-2.09 and shall apply for every teacher until an arbitrator decides otherwise.

Before September 30 of each year or on another date agreed to by the board and the union, the board shall establish the seniority of every teacher it employs in accordance with this article and shall forward a list thereof to the union. Unless the board and the union agree to correct the list, the seniority so established in accordance with subclause D) of clause 5-2.01 for every such teacher may only be contested in accordance with clause 5-2.09 and shall apply for every such teacher until an arbitrator decides otherwise. However, the obligation to provide such a list to the union may be the subject of a different agreement between the board and the union.

5-2.09

If the union contends that the board has not established, in accordance with this article, the seniority of a teacher it employs and if the union wishes to submit the grievance to arbitration, it must proceed directly to arbitration within 60 days after the union receives the first seniority list provided by the board within 45 days after the date of the coming into force of the agreement and within 60 days after the union receives the seniority list for each subsequent year.

However, the preceding paragraph shall not prevent the board and the union from concluding an agreement by virtue of clause 9-2.26.

This grievance must be entered on the arbitration roll and must be given priority over any other grievance. The arbitrator must hear the grievance and render a decision also with priority over any other. However, the arbitrator's decision may consist of a brief description of the dispute and a short explanation of the reasons behind its conclusion.

5-2.10

Within 30 days of every new engagement for the current school year and if the new teacher has seniority at the time of his or her engagement, the board shall inform the union of the seniority it has established for the teacher. The union may only contest it within 30 days of the receipt of the notice. In this case, clauses 5-2.08 and 5-2.09 apply to the teacher by making the necessary changes.

The seniority that the teacher engaged by the board under subclause A) of clause 5-3.20 of the agreement or the corresponding clause of the 1979-1982, 1983-1985, 1986-1988, 1989-1995, 1995-1998, 2000-2003, 2005-2010, and 2010-2015 agreements had before his or her departure shall be recognized by the board and any additional seniority shall be added thereto in accordance with the provisions of this article.

If, in the transfer of seniority within the framework of security of employment, a teacher's new board has not applied the rule for the conversion of seniority provided for in clause 5-2.01 of the 1983-1985 agreement in the same manner as his or her original board, the seniority transferred to the newly engaged teacher shall be adjusted by applying the conversion rule used by his or her new board.

5-2.11

In no case shall more than one year of seniority be recognized per year.

5-2.12

Seniority recognized for a teacher under clause 11-7.13 shall apply for the purpose of this article and any additional seniority shall be added to the seniority already recognized.

5-2.13

Seniority recognized for a teacher by an institution in accordance with the collective agreement or the administrative policy in force in the institution at the time the board takes over the teaching services of an institution under the Ministère de la Santé et des Services Sociaux shall be recognized by the board and any additional seniority shall be added thereto in accordance with the provisions of this article. Failing a collective agreement or an administrative policy in force in the institution, the board shall apply the provisions of article 5-2.00 as regards the service in the institution for the purpose of calculating seniority.

5-3.00 MOVEMENT OF PERSONNEL AND SECURITY OF EMPLOYMENT SYSTEM

Section 1 General provisions

5-3.01

Security of employment shall be ensured by all boards. The counterpart of security of employment shall be mobility of personnel.

5-3.02

Except as provided in clause 5-3.20, the provisions of this article apply only to regular teachers and shall grant no right or benefit to teachers who are not legally qualified nor to teachers-by-the-lesson or part-time teachers.

5-3.03

In order to avoid an increase in the surplus of personnel, a regular teacher cannot be employed by another teaching institution in the education sector except with the board's approval.

5-3.04

The teacher on availability by virtue of former collective agreements and still on availability on the date of the coming into force of the agreement becomes covered on that date by subclause B) of clause 5-3.18, clauses 5-3.20, 5-3.22, 5-3.23, 5-3.24, 5-3.26, 5-3.31 and article 5-4.00.

5-3.05

The board shall be responsible for using the services of the teachers it employs so as to ensure the best possible instruction to students.

In keeping with the provisions of the agreement, the board shall, in assuming this responsibility, take into account the needs of the education system it administers, the particular characteristics of its schools or classes as well as the competency, seniority and preferences of the teachers it employs.

5-3.06

A) No teacher shall be required to accept a transfer to a school situated 50 kilometres[1] or more from his or her domicile and place of work at the time of his or her transfer, unless the board and the union agree otherwise.

B) However, this limit does not apply in the case of the closing of a school where a teacher is teaching if there is no other school within the said 50 kilometres either from his or her domicile or from the school which is closing.

C) The teacher who is required to accept or who accepts, at the board's request, a transfer to a school which is more than 50 kilometres from his or her domicile and school shall be entitled to the reimbursement of his or her moving expenses provided for in Appendix 6 under the conditions stipulated therein.

D) For the purpose of this clause, "school" means " the building where the teacher provides his or her teaching."

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[1] Whenever reference is made to the distance of 50 kilometres in articles 5-3.00 and 5-4.00, the distance shall be calculated by the most direct public route usually used.

5-3.07

For the purpose of applying this article, if two or more teachers have equal seniority, the teacher who has the most experience shall be considered as having the most seniority; and, of those who have equal experience, the teacher who has the most schooling shall be considered as having the most seniority.

Section 2 Tenure

5-3.08

Tenure is the status acquired by the teacher who has completed at least two full years of continuous service with the board as a full-time teacher or as a regular full-time employee in another position at the board since his or her engagement by the board.

A) A leave of absence for union activities, a parental leave under article 5-13.00, an absence due to disability, an employment injury, special leaves, a leave of absence for educational matters, an educational leave with or without salary as well as any other leave of absence for which this agreement provides the payment of salary constitute service for the purpose of acquiring tenure.

B) A nonreengagement because of surplus followed by a reengagement by the board or an engagement by another board during the following school year shall not interrupt continuous service.

C) A teacher's acquisition of tenure shall be delayed proportionally in the case of an interruption in his or her service for reasons other than those mentioned in the preceding two subparagraphs, provided that his or her employment ties have not been severed.

D) The board shall recognize the tenure and years of experience of a tenured teacher who leaves one board for another board following a resignation submitted in accordance with article 5-9.00. Moreover, the same applies to the notion of continuous service in the cases provided in clause 5-3.29.

E) For the purpose of applying this clause, continuous service with an institution under the Ministère de la Santé et des Services Sociaux as a full-time pedagogue[1] during the two school years preceding the year of integration shall be considered as service with the board.

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[1] Any person employed by an institution under the Ministère de la Santé et des Services Sociaux whose principal and customary occupation is to teach students.

Section 3 Fields of teaching

5-3.09

For the purpose of applying this article, the fields listed in Appendix 1 shall be considered as mutually exclusive.

The secondary-level courses and student activities which are identified by the Ministère in one of the fields of teaching are listed in Appendix 1.

5-3.10

On the date of the coming into force of the agreement, every full-time teacher employed by the board shall belong to the field of teaching corresponding to the field of teaching to which he or she belonged under the 2010-2015 agreement and shall belong to this field for as long as he or she has not been assigned to another field by virtue of the agreement. The fact that a teacher belongs to a field shall not prevent him or her from being assigned to more than one field.

5-3.11

The teacher on leave with or without salary (including the teacher on a full-time leave for union activities) on the date of the coming into force of the agreement shall belong to the field of teaching corresponding to the field to which he or she belonged under the 2010-2015 agreement.

The teacher on leave with or without salary (including the teacher on a full-time leave for union activities) shall belong to the field of teaching to which he or she belonged at the time of his or her departure, subject to the provisions of this article.

5-3.12

The teacher who teaches in more than one discipline[1] or field of teaching shall belong to the discipline or field of teaching in which he or she provides the major portion of his or her teaching. If there is equal distribution, the board must ask the teacher to which discipline or field he or she would like to belong for the purpose of applying this article. The teacher must indicate his or her choice within 20 days of the board's request. Should the teacher fail to indicate his or her choice within the time allotted, the board shall decide.

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[1] Discipline: one of the teaching disciplines or specialties defined by the board after consulting the union. Field 2 constitutes a discipline; Field 7 constitutes a discipline and the types of students in Field 1 may constitute disciplines.

Section 4 Competency

5-3.13

A) The teacher who is required to change discipline must have the competency. A teacher meets the competency criteria if he or she has the qualifications or experience required and if he or she meets the particular requirements of the position which are determined by the board in accordance with this article.

B) For the purpose of this article, qualifications include all the training acquired by the teacher and certified by a degree, diploma, certificate or official attestation issued upon completion of courses or workshops that the board considers to be relevant to a given assignment.

C) For the purpose of this article, the term "experience" includes the time that a teacher devoted to the teaching of a discipline and that the board considers to be relevant to a given assignment.

D) However, subject to the particular requirements of a given position, the teacher shall be considered as meeting the competency criteria if he or she has the experience or the qualifications listed hereafter:

1) holds a specialized diploma or a specialized certificate[1] for the discipline in question; however, the teacher who holds a diploma or certificate in physical education shall be considered competent to teach physical education at the preschool, elementary or secondary level;

2) holds a diploma which does not mention a specialty to teach students other than those with handicaps or social maladjustments or learning difficulties at the preschool or elementary level as a homeroom teacher;

3) holds a diploma for the secondary level, in whole or in part, which does not mention a specialty, if it involves teaching general courses in one of the following disciplines: English[2], mathematics (1st cycle), science (1st cycle), human sciences;

4) has at least one year of experience, on a full-time basis or the equivalent on a part-time basis, of teaching in the discipline in question within the last five years;

5) has successfully completed 15 credits of specialization in the discipline in question within the same program of studies.

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1 Including a diploma issued since September 10, 1997, specifying the program of studies completed for the teaching authorization or a diploma issued since June 29, 2000, specifying the program of studies (mention of the specialty for the discipline in question)

2 French for the French sector

E) When the board decides that it is necessary to have particular requirements, they must be determined beforehand after consultation with the union. These requirements must be directly related to the needs to be filled either because of the students concerned (deaf, blind, etc.) or because of the actual nature of the subject to be taught (violin, swimming lessons, etc.). The board and the union may agree to modify or replace this subclause.

Section 5 Needs and staff excess

5-3.14

When the board offers instruction to students whose principal language of instruction is French and to students whose principal language of instruction is English, a group of teachers whose principal language of instruction is English who are employed in a school where the principal language of instruction is English shall be considered as belonging to the English sector. The other teachers shall be considered as belonging to the French sector. In this case, clauses 5-3.01 to 5-3.19 and 5-3.21 apply to each sector thus defined as if each one were a separate school board.

The board and the union may agree that this clause not apply.

5-3.15

Before April 30, the board shall estimate its student enrollment for all of the schools for the following school year and shall determine its staff needs in accordance with the provisions concerning workload and the rules concerning the formation of student groups.

By field, solely for the purpose of determining the number of teachers to be placed on availability, the board shall subtract from its staff the number of teachers who had obtained, for the entire following school year, a full-time leave which cannot be cancelled or terminated without the board's consent.

The union shall be informed of the student enrollment forecasts and of the needs by field.

5-3.16

A) No later than April 20, the board shall provide the union with the list of the teachers affected by the assignment procedure by school, in alphabetical order and indicating for each: his or her seniority, discipline and field. Moreover, the board shall provide the union with student data for the current school year.

B) At the same time, the board shall provide the union in writing with the list of teachers in Field 17 in alphabetical order indicating for each: his or her seniority, discipline and original school, where applicable, upon the teacher's arrival in Field 17.

C) There shall be a staff excess in a field of teaching when the total number of teachers assigned to that field is greater than that forecast for the field for the following school year.

D) Before April 30, the board shall, for the purpose of determining the excess by field and by school, draw up a list of teachers who have the least seniority in each of the fields of teaching. For each of the fields, the list shall include the number of teachers corresponding to the difference between the staff in each field and the needs forecast for the following school year.

E) No later than May 5, the union shall be informed of this list of teachers who run the risk of being placed on availability or nonreengaged, which list shall be posted in all schools.

F) The board and the union may modify or replace this clause.

5-3.17 Assignment and transfer criteria and procedure subject to the competency and seniority criteria negotiated and agreed upon at the provincial level

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

5-3.18

A) The teacher whose name appears on the list mentioned in subclause D) of clause 5-3.16 (subject to subclause F) of the same clause) and identified as excess staff by the application of the assignment and transfer procedure[1] shall be placed on availability as of the following July 1 if he or she is tenured or nonreengaged as of the following July 1 if he or she is not tenured.

B) Moreover, the nontenured teacher who is not staff excess shall be nonreengaged because of surplus as of the following July 1 if a teacher already on availability in his or her board, another board or a teaching institution in the education sector who meets the competency criteria can displace him or her and thus cancel his or her placement on availability.

C) In addition to the notices provided for in article 5-8.00, the board must before June 1 of the current school year notify by registered letter or certified mail teachers who are placed on availability or, as the case may be, nonreengaged because of surplus of personnel for the following school year.

D) The board shall forward to the union the list of teachers placed on availability or nonreengaged because of surplus of personnel.

5-3.19

If a staff excess is ascertained after June 1, the teacher concerned shall be considered as in excess and placed in Field 17.

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[1] Or the corresponding provisions of the 1983-1985, 1986-1988, 1989-1995, 1995-1998, 2000-2003, 2005-2010, and 2010-2015 agreement.

5-3.20

A) Following the assignment and transfer of teachers, the board which has a regular teaching position to fill shall proceed in the following order and in each case the candidate must meet the competency criteria:

1) The board shall assign the teacher from Field 17 who has been placed in this field by the application of clause 5-3.17 or 5-3.19 or subparagraph 2) of subclause A) of this clause.

2) Subject to the third paragraph of subclause A) of clause 5-3.23, the board shall recall the teacher on availability still in its employ or the teacher who has received a notice of placement on availability. The board must so inform the Provincial Placement Bureau.

3) The board shall engage a teacher on availability from another French-language or English-language school board who is on the list of teachers on availability of the Provincial Placement Bureau and who is required to accept the position, taking into account the provisions concerning obligatory mobility (50 km).

4) The board may appoint a regular full-time employee already in its employ who has at least two years of continuous service in its employ.

5) The board shall engage a teacher on availability from another French-language or English-language school board who is on the list of teachers on availability of the Provincial Placement Bureau and who is not required to accept the position, taking into account the provisions concerning obligatory mobility (50 km) or it shall engage a tenured teacher from another French-language or English-language school board who is on the list of teachers on availability of the Provincial Placement Bureau, provided this measure has the effect of cancelling a placement on availability.

6) The board may engage a full-time teacher for the following school year without proceeding through the Provincial Placement Bureau. However, the board may, in this case, only engage a tenured teacher from another board provided this measure has the effect of cancelling a placement on availability.

7) The board shall engage a teacher on availability from a teaching institution in the education sector other than in a board or a person on availability within the meaning of his or her agreement or a document governing his or her working conditions and coming from a board or another teaching institution in the education sector and referred by the Provincial Placement Bureau.

8) The board shall recall the teacher it did not reengage because of surplus of personnel.

9) The board shall engage on the basis of seniority a teacher registered on the priority of employment list in the discipline or, failing this, in the field concerned, in order to award the contracts prescribed in clause 5-1.14, who has accumulated two years of seniority or more on the preceding June 30 and who, where applicable, meets the additional requirements that the board may determine under subclause D). If no such list exists, the board shall engage on the basis of seniority the nonregular teacher who has accumulated two years of seniority or more on the preceding June 30 and, where applicable, meets the additional requirements that the board may determine under subclause D).

The board shall not consider the teacher referred to in the preceding paragraph who has informed the board before June 1 of a year that he or she will not be available to occupy such a position for the following school year.

The board and the union may amend or replace this subparagraph.

B) In the case of subparagraphs 1), 2) and 8) of subclause A) of this clause, the board shall recall the teacher with the most seniority from the field where there is a position to be filled. If there is no such teacher, it shall recall the teacher with the most seniority from among those in other fields. For the purpose of this subclause, the teacher who was assigned to regular substitution at the time of his or her placement on availability shall be considered as coming from the field to which he or she belonged before being assigned to regular substitution and the teacher on availability on the date of the coming into force of the agreement shall be considered as coming from the field corresponding to that to which he or she was assigned before his or her placement on availability.

C) The board that engages a teacher from the education sector who is on availability according to his or her collective agreement shall recognize for him or her: the seniority that was recognized for him or her, the days accumulated in his or her bank of nonredeemable sick-leave days, tenure and years of experience.

D) For the purpose of applying subparagraph 9) of subclause A), the board may, in order to fill a position, set requirements that are pertinent to that position, in addition to those prescribed in clause 5-3.13, after consulting the union.

Where the union contests, by means of a grievance, the decision of the board to not grant a position to a teacher whose name is entered on the priority of employment list prescribed in clause 5-1.14 or, if no such list exists, to a nonregular teacher who has accumulated two years of seniority or more on the preceding June 30, the board must establish that its decision is well-founded.

The board and the union may modify or replace subclause D).

Section 6 Rules governing the distribution of duties and responsibilities among the teachers in a school

5-3.21

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

Section 7 Teachers on availability and teachers nonreengaged because of surplus

5-3.22 Salary and utilization of the services of a teacher on availability

Subject to the following provisions, a teacher on availability shall retain his or her regular teacher status.

A) A teacher on availability shall receive 90% of the salary he or she would have received had he or she not been on availability.

B) Notwithstanding subparagraph A), a teacher on availability shall receive the following salary:

1) 85% of the salary he or she would have received had he or she not been on availability, if he or she is in his or her fourth or fifth consecutive year on availability;

2) 80% of the salary he or she would have received had he or she not been on availability, if he or she is in his or her sixth consecutive year on availability.

C) Notwithstanding the foregoing, the teacher who is in retraining or in training under subclause I) of clause 5-3.23 shall receive 100% of the salary he or she would have received had he or she not been on availability.

D) The percentage of salary may be higher than the percentages mentioned in subparagraph A) or B) if the services of the teacher on availability are used, on an annual basis, to a greater extent than that percentage compared with a full-time teacher so that the teacher whose services are used at 100% shall receive 100% of the salary he or she would have received had he or she not been on availability.

E) 1) The board shall assign the teacher on availability a full teaching load for the first 50 workdays of each school year.

2) Ten days before the 51st workday of the school year, the board shall establish for each teacher on availability for the remaining workdays in the school year a teaching load equal to a percentage of the teaching load of the full-time teacher for the entire school year while taking into account the application of paragraph 1), which percentage shall be equal, on average, to the percentage of salary he or she receives, subject to the preceding subparagraphs.

3) Under paragraph 2), the distribution of the teaching load of the teacher on availability may be weekly, cyclical, monthly or other. This distribution may be revised after consultation with the teacher and, failing an agreement on the time of the change, prior notice of at least five days must be given.

4) The board and the union may modify or replace the provisions of subparagraph E).

F) The other monetary benefits such as those deriving from insurance plans, parental rights and regional disparities are proportional to the salary paid.

G) Except for any leave without salary, the length of time on availability counts as a period of service for the purposes of the four pension plans (the Government and Public Employees Retirement Plan (RREGOP), the Teachers Pension Plan (TPP), the Civil Service Superannuation Plan (CSSP) and the Pension Plan of Certain Teachers (PPCT)) currently in force.

H) While on availability, the teacher shall accumulate experience as any other regular teacher even if he or she does not receive 100% of his or her salary.

I) As long as the teacher on availability has not been relocated to another board or to another teaching institution in the education sector, has not been recalled by his or her board or has not lost his or her rights and privileges according to the provisions of this article, he or she shall remain on availability and the board shall assign him or her to duties compatible with his or her qualifications and experience, regardless of the general duties provided for in article 8-2.00. He or she may be assigned to the adult education sector, even in the evening. With his or her consent, the teacher may be assigned to a place of work outside the jurisdiction of the board without being exempt from the application of clause 5-3.23.

J) The teacher on availability shall be entitled to all the benefits of the agreement which are not incompatible with the provisions of this article.

K) Except in the case provided for in clause 5-4.04, the fact that a teacher on availability replaces an absent teacher or occupies a position that would otherwise be assigned to a part-time teacher, a teacher-by-the-lesson, an hourly paid teacher or a casual supply teacher shall not modify in any way his or her status as a teacher on availability.

5-3.23 Rights and obligations of the teacher placed on availability

A) The teacher on availability who is offered a contract of engagement as a full-time teacher by another board or a teaching institution in the education sector must accept it within 10 days of receiving the written offer of engagement; if the written offer of engagement is received in July, the 10 days shall begin as of August 1. However, the obligation shall only exist if the full-time teaching position is situated 50 kilometres or less from his or her domicile or place of work at the time of his or her placement on availability.

The obligation to accept employment shall also apply to a position in the adult education sector.

Furthermore, during the first year of his or her placement on availability, the teacher who has accepted a full-time teaching position in another board or teaching institution in the education sector may return to his or her original board before September 1 of the said school year to a full-time teaching position to be filled provided that he or she meets the competency criteria. In this case, the teacher shall regain all his or her rights as if his or her employment ties had never been severed.

B) Refusal or failure to accept the employment offered within 10 days of receiving the written offer of engagement in accordance with the preceding subclause A) constitutes, for all legal purposes, the teacher's resignation from the board where he or she is on availability and annuls all the rights the said teacher may have under the agreement, including his or her tenure and automatically entails the removal of the teacher's name from the list of teachers on availability of the Provincial Placement Bureau.

C) Except for July, the teacher on availability must present himself or herself for an interview with a board or teaching institution in the education sector when so requested by the former by registered letter or certified mail and the position offered is located 50 kilometres or less from his or her domicile or place of work at the time of his or her placement on availability. In this case, the teacher shall be entitled to be reimbursed by his or her board of his or her travel and accommodation expenses, if any, according to the rates in effect in his or her board. The teacher shall also be entitled to a leave of absence without loss of salary.

D) The teacher on availability in a board must supply, upon request, any pertinent information concerning his or her employment security.

E) At the time of his or her engagement by another board or a teaching institution in the education sector, the tenure and seniority that the teacher on availability had at the time of departure from his or her board shall be recognized by that board or institution along with his or her bank of nonredeemable sick-leave days and the years of experience recognized by his or her board.

F) Upon his or her engagement by another board or a teaching institution in the education sector, the teacher on availability shall resign from the board where he or she is on availability.

The resignation shall take effect on June 30 of the current school year if his or her contract of engagement with the other board or a teaching institution in the education sector was signed during that same school year, becoming effective at the beginning of the following school year. When a teacher enters the service of the other board or a teaching institution in the education sector during the same school year in which he or she has signed his or her contract of engagement with that other board or teaching institution, his or her resignation shall take effect on the day preceding the coming into force of his or her contract at the other board or teaching institution in the education sector.

G) For the purpose of applying this clause, the date on the post office receipt indicating that the documents forwarded by registered letter or certified mail were received shall constitute prima facie proof for calculating the prescribed time limits.

H) Should a teacher on availability fail to comply with one of the obligations imposed under this article, it shall, for all legal purposes, constitute the teacher's resignation and shall entail the loss of all the rights, including his or her tenure, that the agreement could grant him or her.

I) A teacher on availability shall participate in any training or retraining program submitted by the board and developed with the teacher's training, experience and needs in mind.

The costs inherent in training and retraining shall be assumed by the board.

5-3.24

A tenured regular teacher may substitute himself or herself for a teacher on availability provided that the board accept the substitution. The teacher who has thus substituted himself or herself shall be considered as having been placed on availability in accordance with this article. He or she shall be, as of the effective date of his or her substitution, subject to all the rights and obligations of this article.

5-3.25 Rights and obligations of the teacher nonreengaged because of surplus

A) The teacher nonreengaged because of surplus of personnel by virtue of the provisions of this article shall remain on the lists of the Provincial Placement Bureau for up to three years.

B) As long as the teacher nonreengaged because of surplus of personnel remains on the lists of the Provincial Placement Bureau provided for in the preceding subclause A), he or she shall have the right to be recalled in accordance with clause 5-3.20 provided that he or she meets the competency criteria.

C) In the case where such a teacher was not reengaged because of surplus at the end of his or her second year of continuous service, the teacher shall obtain his or her tenure at the time of his or her reengagement by the board or engagement by another board or a teaching institution in the education sector; the latter shall reimburse the moving expenses provided for in Appendix 6 under the conditions mentioned therein if, according to the same appendix, his or her engagement necessitates his or her moving.

D) Failure or refusal to accept a written offer of engagement as a full-time teacher from a board or a teaching institution in the education sector within 10 days of receiving such a written offer of engagement shall entail the loss of all the rights the teacher may have under this clause.

E) The date on the post office receipt indicating that the documents forwarded by registered letter or certified mail were received shall constitute prima facie proof for calculating the time limits prescribed in this clause.

5-3.26

A) Placement Committee (Protocol)

When a teacher is placed on availability, a Placement Committee shall be created by his or her board of employment. The committee shall be formed of the boards whose territory or part of their territory is located within 50 kilometres of the home or place of work of the teacher when placed on availability. The Ministère shall participate fully in the activities of the committee. The committee shall work to facilitate the relocation of each teacher placed on availability.

B) Provincial Placement Bureau (Protocol)

The Fédération and the Ministère agree to establish a Provincial Placement Bureau for teachers. The bureau shall be responsible for:

1) Collecting and making available to the boards the data pertaining to the security of employment;

2) Ensuring the exchange of any pertinent information relating to employment security.

Section 8 Miscellaneous provisions

5-3.27 Legal qualifications

A) For the purpose of the agreement, the teacher shall be legally qualified if he or she has a personal teaching authorization in accordance with clause 1-1.32.

A teacher may not be obliged to take courses or submit to particular requirements in order to obtain legal qualifications that are different from the ones he or she already has or is in the process of acquiring.

B) The absence of legal qualifications may not be invoked against a teacher who has met, within the time limits prescribed, the conditions established for obtaining the legal qualifications but who has not produced the required documents due to an administrative delay not attributable to him or her.

5-3.28 Integration of school boards

A) At the time of an amalgamation (including the disappearance of a board to the benefit of one or more other boards), an annexation or a restructuring, the rights and obligations of the parties concerned arising from the agreement shall be maintained for every new board.

B) During the school year preceding an amalgamation (including the disappearance of a board to the benefit of one or more other boards), annexation or restructuring, the board cannot invoke "staff excess" to not reengage regular teachers or to place them on availability, as the case may be, if the cause of the surplus of personnel is a result of the amalgamation, annexation or restructuring.

However, as of the school year of the amalgamation, annexation or restructuring, the annexing board or the new restructured board may invoke "staff excess" to not reengage teachers on availability or to place them on availability.

C) At the request of the Association, the parties to the agreement agree to meet to discuss the rights of teachers in the event of the integration of school boards.

D) The provisions of this clause may in no way delay or prevent an amalgamation, annexation or restructuring of boards.

5-3.29 Transfer of students

A) 1) If a board no longer offers instruction to certain students because the instruction is being taken over by another board, the regular teacher who taught those students for the majority of his or her time must follow the students to the board which takes over the instruction if the school which offers the instruction is located 50 kilometres or less from the domicile or place of work of the teacher concerned.

2) The number of teachers transferred shall be established in proportion to the number of students transferred compared with the total student population concerned.

3) If more than one board receives the students, the teachers thus transferred shall be distributed among the boards in the same proportion as the students.

4) The teacher shall be entitled, as the case may be, to the application of clause 5-4.03.

B) However, with the consent of the board which no longer offers the instruction, the teachers mentioned in this clause may remain employed by the said board on the condition that there be no nonreengagement nor placement on availability of teachers for reasons of surplus of personnel resulting from such an agreement.

However, as of April 1 following the beginning of the school year when the students have started their schooling in the board which assumed the instruction, the board may invoke "staff excess" for the purpose of not reengaging or placing them on availability, as the case may be, the teachers described in this clause in accordance with this article.

C) The board and the union may agree on different terms and conditions for applying this clause.

5-3.30 Contract of service

The board may not invoke "staff excess" to nonreengage or place on availability, as the case may be, regular teachers if the surplus of personnel is caused by the application of an agreement or a contract of association concluded in accordance with the Education Act (CQLR, chapter I-13.3), with another board, a teaching institution governed by the Act respecting private education (CQLR, chapter E-9.1), an educational body in Canada, a CEGEP, an organization or person, as the case may be, according to which the board, teaching institution, educational body, college, organization or person will provide, as the case may be, instruction that the board previously provided. Before concluding such an agreement or contract of association, the board must send written notification to the union of the authorization received from the Minister or the government to conclude such an agreement or contract, if such is the case.

5-3.31 Moving

In the cases provided for in clauses 5-3.25, 5-3.29 and 5-4.03, the teacher shall be reimbursed by the board he or she leaves (except in the case provided for in clause 5-3.25) for the moving expenses provided for in Appendix 6 under the conditions provided for therein if, under the same appendix, his or her engagement necessitates his or her moving.

Also, in the cases provided for in the preceding paragraph, if, under the same appendix, the engagement of a teacher by another board necessitates his or her moving between September 1 and June 30, the teacher shall be entitled to receive from the board that engages him or her:

a) a maximum of three workdays without loss of salary, supplements or premiums for regional disparities to sell the residence which is considered as his or her domicile;

b) a maximum of three workdays without loss of salary, supplements or premiums for regional disparities to look for accommodations; the 3-day maximum does not include the duration of the return trip;

c) a maximum of three workdays without loss of salary, supplements or premiums for regional disparities to cover moving and settling in.

5-4.00 MEASURES DESIGNED TO REDUCE THE NUMBER OF TEACHERS ON AVAILABILITY OR TO BE PLACED ON AVAILABILITY

5-4.01 Preretirement

As of July 1, the board shall grant a preretirement leave for the current school year to the teacher who so requests if such a measure allows the reduction of the number of teachers on availability in his or her board. However, no later than August 15, this leave may be cancelled, by means of a mere written notice, if the board ascertains at that time that it no longer has the effect of reducing the number of teachers on availability in his or her board.

1) This leave shall be for a complete year; it may be for less than one full year if it comes into force after the beginning of the work year. During the leave, the teacher shall receive 50% of the salary he or she would have received had he or she been at work.

2) The duration of the leave shall count as a period of service for purposes of the four pension plans currently in force (CSSP, RREGOP, TPP and PPCT).

3) The leave shall take place during the year preceding the year in which the teacher shall be entitled for the 1st time to a pension without actuarial reduction according to the applicable pension plan. When a teacher is eligible to a pension with actuarial reduction, the granting of this leave shall be the exclusive responsibility of the board.

4) At the end of the leave, the teacher concerned shall automatically resign and shall retire.

5) During the leave, the teacher shall be entitled to the benefits prescribed in the agreement, provided they are compatible with the nature of the leave.

6) During the leave, the teacher may not hold a contract of employment with an employer in the public and parapublic sectors.

5-4.02

When no teacher is on availability in a board or no teacher on availability in that board meets the competency criteria to fill a full-time teaching position, a board may grant a preretirement leave to a teacher, if the leave permits the relocation of a teacher on availability from another board to that board.

5-4.03 Transfer of rights

A) As of May 1, if a tenured teacher leaves his or her board to be engaged by another board and this has the effect of reducing the number of teachers on availability in his or her board or in another board or to be placed on availability in his or her board, he or she shall transfer to the board his or her tenure, years of experience recognized by his or her board, seniority and bank of nonredeemable sick-leave days. In addition, the teacher shall be reimbursed for the costs incurred for the transportation of his or her furniture and personal effects provided for in sections 3) and 4) of Appendix 6 under the conditions prescribed therein.

B) If the teacher on availability accepts a relocation situated more than 50 kilometres from his or her domicile and from the place of work where he or she was teaching at the time of his or her placement on availability, he or she shall transfer his or her tenure, years of experience recognized by his or her board, seniority and bank of nonredeemable sick-leave days. In addition, the teacher shall be entitled to the application of Appendix 6.

5-4.04 Replacement of a full-time teacher

In order to replace a full-time teacher who is on a full-time leave either for the entire school year or to complete the school year, provided that such a leave began on or prior to October 15 and whose leave may not be cancelled or terminated without the board's consent, the latter shall assign a teacher referred to in subparagraph 1) of subclause A) of clause 5-3.20; failing this, it shall recall one of its teachers referred to in subparagraph 2) of subclause A) of clause 5-3.20.

In these cases, the candidate must meet the competency criteria and the provisions stipulated in subclause B) of clause 5-3.20 apply.

5-4.05 Loan of service to a community organization

In a board where there is surplus, this measure shall permit a tenured teacher to benefit from a loan of service to a community organization.

The granting of the loan of service shall be the exclusive responsibility of the board; however, in the case of a refusal, the board, if the teacher so requests, shall provide the latter with the reasons for its refusal.

The leave shall be subject to the provisions stipulated in Appendix 8.

5-4.06 Employment premium

A) In a board where there is surplus, this measure shall permit a tenured teacher who is relocated outside the public and parapublic sectors to receive an employment premium.

B) When no teacher is on availability in the board or no teacher on availability in that board meets the competency criteria in order to fill a full-time teaching position, a board may grant an employment premium to a teacher if such premium permits the relocation of a teacher on availability from another board to that board.

C) The granting of a premium shall be the exclusive responsibility of the board; however, in the case of a refusal, the board, if the teacher so requests, shall provide the latter with the reasons for its refusal.

D) The premium shall be subject to the provisions stipulated in Appendix 9.

5-4.07

For purposes of this article, the expression "teacher on availability" includes the teacher in Field 17 referred to in subparagraph 1) of subclause A) of clause 5-3.20.

5-5.00 PROMOTION

5-5.01

The board shall establish the eligibility criteria and the particular characteristics of every professional, senior or management staff position.

5-5.02

When the board intends to fill a position, it may call for outside candidates but it must post the position in its schools. However, the posting shall not be required if the board fills the position by reassigning its staff.

5-5.03

When a teacher is appointed to occupy a position temporarily, he or she shall receive the remuneration provided for the position for the time during which he or she occupies it but he or she shall remain covered by the teachers' insurance plans.

The temporary appointment shall normally terminate at the end of the school year at the latest or at the end of one complete year, if the appointment came into force after January 1. However, the temporary appointment may extend beyond the school year or the year in the case of a replacement due to a disability leave, parental leave or loan of service to the Ministère, the Fédération or the Management Committee. The board and the union may agree to extend a temporary appointment.

When a teacher no longer occupies the position, he or she shall return to his or her regular position under the conditions and with the same rights as if he or she had actually performed his or her teaching duties during that time.

5-5.04

When a principal or vice-principal ceases to occupy this position without severing his or her employment ties, he or she may return to teaching under the same conditions and with the same rights as if he or she had performed his or her teaching duties during that time, subject to clauses 5-2.01 and 5-3.20.

5-5.05

The board and the union may modify or replace any provision of this article.

5-6.00 PERSONAL FILE

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

5-7.00 DISMISSAL

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

5-8.00 NONREENGAGEMENT

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

5-9.00 RESIGNATION AND BREACH OF CONTRACT

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

5-10.00 INSURANCE PLANS

Section 1 General provisions

5-10.01

a) A full-time teacher and a part-time teacher are eligible for the health and disability insurance plans as well as the complementary plans as of the prescribed date and until the date of retirement.

b) As of the date of the coming into force of this agreement, a teacher-by-the-lesson shall be eligible for the sick-leave days plan only.

c) Subject to clause 5-10.10, participation of an eligible teacher shall begin on the date on which the plan comes into force if he or she is employed by the board on that date, if not:

   i) as of the date foreseen for his or her entry into the service of the board, if his or her contract comes into force between the first and the last workday of the work year;

   or

ii) as of the first workday of the work year, if his or her contract comes into force before or on the first workday of the work year.

5-10.02

For the purpose of this article, the word "dependent" means:

- the spouse; or

- the dependent child: a child of a teacher, of a teacher's spouse or of both or a child living with the teacher for whom adoption procedures have been undertaken, unmarried and not joined by civil union, and living or domiciled in Canada, who depends on the teacher for his or her financial support and who is under 18 years of age; every child under 25 years of age who is a duly registered student attending a recognized learning institution on a full-time basis or a child of any age who became totally disabled before reaching his or her 18th birthday or before reaching his or her 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.

5-10.03

Disability means any state of incapacity resulting either from an illness, including a surgical procedure directly related to family planning, from an organ or bone marrow donation, from an accident prescribed under clauses 5-10.35 to 5-10.55 or from an absence prescribed in clause 5-13.19, which necessitates medical care and which renders the teacher totally unable to perform the usual duties of his or her position or of any other similar position calling for comparable remuneration which may be offered him or her by the board.

5-10.04

Period of disability means any continuous period of disability or any series of successive periods of disability separated by fewer than 35[1] days of actual full-time work or of availability for such full-time work, unless the teacher establishes in a satisfactory manner that a subsequent period is due to an illness or accident in no way related to the cause of the preceding disability.

5-10.05

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

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[1] Read "eight days" instead of "35 days" if the continuous period of disability which precedes his or her return to work is equal to or less than three months, excluding the period between the end of the work year and the beginning of the next work year and the annual vacation periods for teachers in the adult education sector.

Notwithstanding the foregoing, in the case of alcoholism or drug addiction, the period during which the teacher is receiving treatment or medical care with a view to his or her rehabilitation shall be recognized as a period of disability for the purposes of this article.

5-10.06

The provisions of the health and salary insurance plans in the 2010-2015 agreement as well as the provisions concerning employment injuries in article 5-10.00 of the 2010-2015 agreement shall remain in force under the conditions stipulated therein until the date of the coming into force of this agreement.

5-10.07

The full amount of the rebate allowed by Employment and Social Development Canada (ESDC) shall be the exclusive property of the board as a result of the registered salary insurance plan prescribed in this article.

Section 2 Basic health insurance plan and complementary insurance plans

5-10.08

The Association, through its insurance committee, shall determine the provisions of the basic health insurance plan, the long-term disability plan (including, where applicable, a dental plan) and the complementary plans.

It shall also choose the insurer.

5-10.09

The contract must stipulate that the record keeping, billing, analysis and processing of claims shall be carried out by the insurer.

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

The board agrees to distribute to each eligible teacher the application form for participation and the statement of provisions of the plans provided by the insurer; the board shall also give the participant, upon request, the claim form, the request for compensation or any other form provided by the insurer. The board shall promptly forward to the insurer the forms which have been filled out and signed by a participant. The board shall agree to provide the insurer with the list of teachers.

5-10.10

Participation in the basic health insurance plan shall be compulsory but any teacher may, by giving written notice to his or her board, refuse or cease to participate in the health insurance plan, provided the teacher establishes that he or she and his or her dependents are insured under a group insurance plan affording him or her similar benefits.

Participation in the long-term disability plan shall be compulsory.

The following shall be exempt from the plan:

- the teacher who participates in the TPP;

- the teacher who participates in the RREGOP and is at least 53 years of age or has 33 years of service;

- the teacher who has a part-time contract of engagement in the youth and adult education sectors.

The teacher on a leave of absence without salary or on an educational leave shall remain covered by the health insurance plan. In addition, he or she may choose to remain covered by the other plans, in which case he or she must inform the board in writing. The teacher must pay the full amount of the required premiums.

5-10.11

The board shall deduct the participant's annual contribution from his or her salary in equal portions from each salary payment.

The board shall pay the insurer the contribution thus deducted before the 15th of the month which follows the deductions made during the preceding month, it being specified that the contribution deducted during a pay period is to pay the premium for the insurance in effect during that same period.

The contribution shall be determined at each pay period according to the rate applicable to the participant on the first day of the month.

5-10.12

Upon notification of the insurer regarding the date of the coming into force of the plan and taking this article into account, the board shall deduct and pay the required contribution as of the date of the coming into force of the plan. No contribution shall be payable for one month on the first day of which the teacher is not an employee referred to in subclause a) of clause 5-10.01 or does not participate in the plan; the full contribution shall be payable for one month if the teacher was a participant at the beginning of the month even if he or she ceases to be a participant before the last day of the month.

The board shall keep a record of the contributions deducted and paid to the insurer.

5-10.13

The insurance contract must guarantee that the rates used to calculate the premiums may not be increased during the first insurance year nor more frequently than every 12 months thereafter, and must provide that the excess of the premiums over the benefits or reimbursements paid to the insured and on the amounts deducted by the insurer according to a preestablished retention formula for contingencies, administration, taxes and profit shall be reimbursed annually by the insurer as dividends or rebates. These dividends or rebates must be paid directly by the insurer into a trust fund established by the Association. The costs or disbursements incurred for the setting up and application of the plans shall constitute a first lien on these funds, it being specified that the reimbursable costs shall not include the normal operating costs of the union. The balance of the plan's funds and the accrued interest shall be used, in their entirety, to grant an exemption from premiums for a period, to obtain a premium reduction for a period, to meet the increases in the premium rates or to improve the already existing plans.

The Association shall be entirely responsible for the management of the funds thus accumulated.

5-10.14

The insurance contract shall be issued to the Association which must provide a certified true copy to the Ministère and the Fédération. The Association must inform and agree with the Fédération on the administrative changes that could result from any change in the contract which would have the effect of changing the administrative duties of school boards dealing with the group insurance contracts covering teachers.

Section 3 Salary insurance plan at the board

5-10.15

Subject to the provisions herein and to clauses 5-10.35 to 5-10.55, a teacher shall, for every period of disability during which he or she is absent from work, be entitled to:

a) up to the lesser of the number of sick-leave days accumulated to his or her credit or five workdays: the payment of a benefit equal to the salary he or she would have been paid had he or she been at work;

b) upon termination of the payment of the benefit prescribed in the preceding subparagraph a), where applicable, but in no event before the expiry of a waiting period of five workdays from the beginning of the period of disability and for a period of up to 52 weeks from the beginning of the period of disability: the payment of a benefit equal to 75% of his or her salary;

c) upon termination of the aforementioned period of 52 weeks and for an additional period of up to 52 weeks: the payment of a benefit equal to 66 2/3% of his or her salary.

For purposes of computing the benefits, the teacher's salary is the salary applicable to him or her subject to article 6-4.00, including, where applicable, premiums for regional disparities. For these purposes only, salary also includes the annual supplements of the head teacher and staff assistant as long as the board has not appointed a replacement to carry out these duties. For other than full-time teachers, the amount of the benefits shall be reduced proportionally to the workload assumed in relation to the workload of full-time teachers employed by the board.

5-10.16

As long as benefits remain payable, including the waiting period, where applicable, the disabled teacher shall continue to participate in the Civil Service Superannuation Plan (CSSP), the Government and Public Employees Retirement Plan (RREGOP), the Teachers Pension Plan (TPP) or the Pension Plan of Certain Teachers (PPCT) and to benefit from the insurance plans. However, the teacher must pay the required contributions, except that, upon termination of the payment of the benefit prescribed in subparagraph a) of clause 5-10.15, he or she shall be entitled to a waiver of his or her contributions to his or her pension plan (CSSP, RREGOP, TPP or PPCT) without losing his or her rights. Provisions concerning a waiver of contributions are an integral part of the pension plan provisions and the resulting cost shall be shared as that of any other benefit.

The board may neither cancel nor fail to renew a teacher's contract for the sole reason of his or her being mentally or physically disabled as long as the teacher can receive salary insurance benefits by the application of clauses 5-10.15 or 5-10.35 to 5-10.55 and then of clause 5-10.30. However, the fact that a teacher does not avail himself or herself of clause 5-10.30 may not prevent the board from cancelling or not renewing the teacher's contract.

5-10.17

Gradual return to work

A) During a disability period, on the written recommendation of the attending physician, the board and the teacher who is absent for at least 12[1] weeks may agree on a period of gradual return to work. The period of disability already begun shall continue during the period of gradual return to work. However, the period during which part or all of the benefits are payable shall not exceed 104 weeks. In this case:

    1) the medical certificate must stipulate that the period of gradual return to work will be immediately followed by a return to work on a full-time basis;

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[1] In exceptional circumstances, the board and the teacher who is absent may agree on a gradual return to work before 12 weeks.

2) the board and the teacher accompanied by his or her union delegate or representative if he or she so desires shall establish the period of gradual return to work, the duration of which shall not exceed 12[1] consecutive weeks and shall determine the proportion of time worked;

3) while at work, the teacher must be able to perform all of his or her usual duties according to the proportion agreed to.

During the period of gradual return to work, the teacher shall be entitled, on the one hand, to his or her salary in proportion to the workload assumed compared to the workload of a full-time teacher employed by the board and, on the other hand, to the benefit applicable to him or her for the proportion of workload not assumed.

At the end of the period initially determined for the gradual return to work, if the teacher is unable to return to work on a full-time basis, the board and the teacher may agree on another period of gradual return to work in keeping with the other conditions prescribed in this clause.

For the purposes of computing benefits, the teacher's salary is the salary he or she would receive if he or she were at work, subject to clause 6-4.02, including premiums for regional disparities, if any. For these purposes only, salary also includes the annual supplements of head teacher and staff assistant as long as the board has not appointed a replacement to carry out these duties.

Temporary assignment

B) In order to promote the teacher’s return to work, at the written recommendation of the attending physician, the board and the teacher may agree on an assignment to duties compatible with his or her qualifications and experience. To this end, the teacher may be accompanied by his or her union delegate or representative.

The duties that the board assigns the teacher under the above paragraph shall be duties provided for in the section on general duties (8-2.01).

During the temporary assignment, the teacher shall receive the salary he or she would have received had he or she been at work.

The temporary assignment shall not exceed a period of 12 weeks. The period of disability begun prior to the temporary assignment shall continue during the temporary assignment, but shall in no way extend the maximum period of 104 weeks.

These 12 weeks shall not take place after the 80th week of disability.

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[1] In exceptional circumstances, the board and the teacher who is absent may agree on a gradual return to work that exceeds 12 weeks.

5-10.18

a) Benefits paid under clause 5-10.15 shall be reduced by any disability benefits paid under provincial or federal law with the exception of the Employment Insurance Act (S.C. 1996, c. 23) regardless of subsequent increases in basic benefits resulting from indexation.

b) In the case of a disability benefit paid by the Société de l'assurance automobile du Québec (SAAQ), the teacher's taxable gross salary shall be determined as follows: the board shall deduct the equivalent of all amounts required by law from the basic salary insurance benefit; the net benefit thus obtained shall be reduced by the benefit received from the SAAQ and the difference shall be brought back to the taxable gross salary from which the board shall deduct all the amounts, contributions and dues required by law and this agreement.

c) The board shall deduct 1/10 of a day from the bank of sick-leave days for each day used under subparagraph a) of clause 5-10.15 when the teacher receives benefits from the SAAQ.

d) As of the 61st day from the beginning of a disability, the teacher considered eligible for disability benefits under provincial or federal law with the exception of the Employment Insurance Act (S.C. 1996, c. 23) must, at the board's written request, accompanied by the appropriate forms, make the request and accept any obligations arising therefrom. However, the reduction of the benefit prescribed in clause 5-10.15 shall only begin when the teacher is recognized as being eligible and actually begins receiving the benefit prescribed by law. In the case where the benefit provided by law is given retroactively to the first day of disability, the teacher shall reimburse the board, where applicable, for the portion of the benefit prescribed in clause 5-10.15 as a result of the application of subparagraph a) of this clause.

e) Every teacher who receives disability benefits paid under provincial or federal law with the exception of the Employment Insurance Act (S.C. 1996, c. 23) must, in order to be entitled to his or her salary insurance benefits under clause 5-10.15, inform the board of the amount of the weekly disability benefit that he or she receives. Furthermore, the teacher must give his or her written authorization to the board so that the latter may obtain the necessary information from the organizations, in particular, the SAAQ or Retraite Québec, which administer the plan under which he or she receives disability benefits.

f) Every teacher who receives disability benefits paid under a federal or provincial law must so inform the board as soon as possible.

5-10.19

Payment of benefits shall terminate at the latest with the payment foreseen for the last day preceding the date of his or her retirement.

5-10.20

Benefits payable to the teacher who receives his or her annual salary on a 200-workday basis shall be adjusted to take into account this method of remuneration, namely:

a) the amount of benefit shall be based on the portion of salary paid for the period of disability;

b) the amount of benefit shall be nil in July and August but the weeks falling within these two months shall be included in the period during which benefits are payable;

c) the teacher shall receive his or her benefits in accordance with clause 6-8.01.

However, if the number of workdays included in the period(s) of disability in a single school year for which subparagraph b) of clause 5-10.15 applies is equal to or less than 95 workdays, the board must, no later than the last day of the work year, calculate for the teacher concerned an amount equal to 25% of 3/2600 of the annual salary applicable under clause 5-10.15 per workday for which benefits resulting from the application of subparagraph b) of clause 5-10.15 are paid.

If this number is greater than 95, the maximum amount to be paid shall be based on 95 days of benefits, that is, 2.74% of the applicable annual salary.

5-10.21

No benefit shall be payable during a strike or lockout, except for a period of disability that began before and for which the teacher has provided the board with a medical certificate. If the disability begins during a strike or lockout and still exists at the end of the strike or lockout, the period of disability prescribed in clause 5-10.15 shall begin on the day on which the teachers return to work.

5-10.22

Benefits payable as sick-leave days or under the salary insurance plan shall be paid directly by the board provided that the teacher submits the supporting documents prescribed in clause 5-10.23.

5-10.23

The board may, at all times, require that a teacher who is absent because of disability provide a medical certificate attesting to the nature and duration of the disability. However, the cost of the certificate shall be borne by the board if the teacher is absent for less than four days. The board may also require that the teacher concerned undergo an examination in connection with any absence. The cost of the examination as well as the teacher's transportation costs when the examination requires him or her to travel more than 45 kilometres from the school where he or she teaches shall be borne by the board.

Upon the teacher's return to work, the board may require him or her to submit to a medical examination in order to establish whether he or she is sufficiently recovered to resume his or her work. The cost of the examination as well as the teacher's transportation costs when the examination requires him or her to travel more than 45 kilometres from the school where he or she teaches shall be borne by the board. If the opinion of the physician selected by the board is contrary to that of the physician consulted by the teacher, the board and the union shall agree on the choice of a third physician within 15 days, failing which, the two physicians shall agree, within the following 30 days, on the choice of a third physician whose decision shall be final.

The board must treat the medical certificates or examination results in a confidential manner.

5-10.24

If payment is refused by reason of the presumed nonexistence or termination of disability, the teacher may appeal the decision according to the normal grievance procedure.

5-10.25

a) Where applicable, on the first day of the work year, the board shall credit every full-time teacher covered by this article in its employ with six sick-leave days.

b) However, the teacher who is on a leave of absence without salary, an educational leave with salary, a preretirement leave or who is receiving the benefits prescribed in subparagraph c) of clause 5-10.15 shall be entitled to receive a credit for a fraction of the six sick-leave days equal to the fraction of time he or she is in service for that work year.

c) Furthermore, the teacher who receives the benefits prescribed in subparagraph b) of clause 5-10.15 on the first day of a work year shall be entitled, where applicable, to receive a credit for a fraction of six sick-leave days equal to the fraction of time he or she is in service for that work year provided he or she resumes his or her service with the board during that work year.

d) Also, in the case of the first year of service of a teacher who is not relocated within the context of security of employment, the board shall credit him or her an additional six nonredeemable sick-leave days.

e) The teacher who is engaged during the year and who has been credited with less than six nonredeemable sick-leave days shall, on the first day of the following work year, if he or she remains in the service of the same board, be entitled to the difference between these six days and the number of nonredeemable sick-leave days credited to him or her on the date of his or her engagement.

f) Until the end of the 2015-2016 school year, the sick-leave days credited under the preceding subclause a), b) or c) and unused under this article may be accumulated and added in the proportion determined in subclause g) to a bank to the full-time teacher’s credit and shall be included with the days already added to the bank to the teacher’s credit under subclause d) of clause 5-10.40 of the 1995-1998 agreement.

As of 2016-2017, the sick-leave days credited under the preceding subclause a), b) or c) shall not be cumulative but can be redeemable on the last day of each work year when unused during the year, at a rate of 1/200 of the salary applicable on this date per day unused, the prorata of 1/200 of the salary being applied to the fraction of unused day.

When the teacher permanently leaves the board, the value of the sick-leave days prescribed in the 1st paragraph of subclause f) shall be reimbursed according to the value determined in the following subclause g).

In the case of part-time teachers and teachers-by-the-lesson, the number of days shall be reimbursed in the same proportion and at the same value as determined under the following subclause g) upon the expiry of their contract.

g) Until the end of the 2015-2016 school year, only five of the six days credited under subclause a) or the equivalent credited under the preceding subclause b) or c) may be added, as the case may be, to a full-time teacher's bank or be reimbursed. The sixth sick-leave day or its equivalent may not be added to a full-time teacher's bank or, as the case may be, be reimbursed to the teacher.

5-10.26

In the case of a part-time teacher, the number of days credited shall be reduced proportionally to the workload he or she assumes compared to the workload of the full-time teacher employed by the board.

In the case of a teacher-by-the-lesson, the number of days credited shall be reduced in proportion to the number of teaching hours compared to the workload of a full-time teacher employed by the board.

5-10.27

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

Nevertheless, if a teacher has used, in conformity with this agreement, some or all of the sick-leave days that the board credited to him or her on the first day of the work year, no claim may be made as a result of the application of this clause.

5-10.28

The teacher who, on the date of the coming into force of this agreement, receives a benefit payable under subparagraphs b) and c) of subclause A) of clause 5-10.15 of the 2010-2015 agreement shall continue to be governed by these provisions and by clause 5-10.20 of the 2010-2015 agreement under the conditions stipulated therein as long as he or she is still in the same disability period. The effective date of the beginning of the disability period shall determine the duration of the benefits to which the teacher may be entitled under subparagraphs b) and c) of clause 5-10.15 of the 2010-2015 agreement.

Subject to the preceding paragraph, disabilities for which payment is being made on the date of the coming into force of this agreement shall, as of that date, be covered by the plan prescribed in this article. The effective date of the beginning of the disability period shall determine the duration of the benefits to which the teacher may be entitled according to the provisions of clause 5-10.15 herein.

5-10.29

Disabled teachers who are not entitled to any benefit on the date of the coming into force of this agreement shall be covered by the plan prescribed in this agreement as of their return to work when they commence a new disability period.

5-10.30

a) The teacher who was entitled to redeemable sick-leave days under subclause b) of clause 5-10.01 of the 1968-1971 agreement shall retain the right to be reimbursed for the value of the redeemable days accumulated on December 31, 1973 in accordance with the provisions of the formerly applicable agreement, it being specified that even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service before and after June 30, 1973. The value shall be determined on the basis of the salary on June 30, 1973 and shall bear interest at the rate of 5% compounded yearly.

b) However, the interest resulting from the annual rate of interest shall be effective from January 1, 1974 to June 30, 1974 and, thereafter, from July 1 to June 30 of each subsequent school year. The provisions shall not, however, change the value already set for redeemable sick-leave days, the value of which has been determined under subclause a) of clause 5-10.01 of the 1968-1971 agreement.

c) The value of redeemable days to a teacher's credit may be used to pay for the cost of buying back previous years of service in accordance with the provisions regarding the pension plans (CSSP, TPP, RREGOP and PPCT).

d) Notwithstanding clause 5-10.31, the redeemable sick-leave days to a teacher's credit on December 31, 1973 may also be used at the rate of one day per day for purposes other than illness when the former agreements allowed such use. Moreover, the redeemable sick-leave days to a teacher's credit on December 31, 1973 may also be used at the rate of one day per day for purposes other than illness, that is: to extend the leaves prescribed in article 5-13.00, to extend a teacher's disability leave after the termination of the benefits prescribed in subparagraph c) of clause 5-10.15 or for a preretirement leave. A teacher may also use the nonredeemable sick-leave days to his or her credit, at the rate of one day per day, to extend his or her disability leave after the termination of the benefits prescribed in subparagraph c) of clause 5-10.15 and to extend the leaves prescribed in article 5-13.00, provided that he or she has already used up his or her redeemable sick-leave days.

e) The redeemable sick-leave days to the teacher's credit on December 31, 1973 shall be considered used on that date, when used under this clause and other clauses of this article.

5-10.31

The teacher who, as a result of the application of clause 5-10.52 of the document annexed to Order-in-Council #3811-72, chose not to use his or her redeemable sick-leave days shall be considered as retaining this choice. However, upon written notice to the board, the teacher may alter his or her choice.

5-10.32

The sick-leave days to the teacher's credit on June 30, 2016 shall remain to his or her credit and the days used shall be deducted from the total accumulated. The sick-leave days shall be used in the following order:

a) the days credited under subclauses a), b) and c) of clause 5-10.25 of this agreement;

b) the days added to a bank to the teacher’s credit under the first paragraph of subclause f) of clause 5-10.25;

c) after having used up the days mentioned in subparagraphs a) and b), the other redeemable days to the teacher's credit;

d) after having used up the days mentioned in subparagraphs a), b) and c), the nonredeemable days to the teacher's credit.

5-10.33

This clause applies only to the teacher who, on the date of the coming into force of this agreement, participated in the survivor's pension plan payable in the case of death prior to retirement prescribed in clause 5-11.06 of the document annexed to Order-in-Council #3811-72 and in the disability pension plan prescribed in clause 5-11.07 of the said document.

A teacher may continue to participate in these plans under the conditions prescribed therein in which case his or her contribution to these plans shall equal 0.6% of his or her salary.

The right to benefits under the disability pension plan shall be acquired as of the termination of benefits payable under the salary insurance plan prescribed in this article.

5-10.34

The teacher referred to in clause 5-10.33 herein may, upon written notification to the board before June 30 of a school year, choose to cease to participate in the disability pension plan and the survivor's pension plan payable in case of death, as of the following July 1.

Section 4 Employment injuries

5-10.35

The provisions of this section apply to a teacher who suffers an employment injury covered by the Act respecting industrial accidents and occupational diseases (CQLR, chapter A-3.001).

The teacher who suffered a work accident before August 19, 1985 and who is still absent for this reason shall remain covered by the Workmen's Compensation Act (R.S.Q., c. A-3) as well as by clauses 5-10.49 to 5-10.54 of the 1983-1985 agreement; moreover, clauses 5-10.48 to 5-10.54 of this article apply to the teacher.

5-10.36

The provisions of this section corresponding to specific provisions of the Act respecting industrial accidents and occupational diseases (CQLR, chapter A-3.001) apply insofar as these provisions of the Act apply to the board.

5-10.37

For the purpose of this section, the following terms and expressions mean:

a) work accident: a sudden and unforeseen event attributable to any cause which happens to a teacher, arising out of or in the course of work and resulting in an employment injury to him or her;

b) consolidation: the healing or stabilization of an employment injury following which no improvement of the state of health of the injured teacher is foreseeable;

c) suitable employment: appropriate employment that allows a teacher who has suffered an employment injury to use his or her remaining ability and his or her vocational qualifications to work, employment that he or she has a reasonable chance of obtaining and the working conditions of which do not endanger the health, safety or physical well-being of the teacher, considering his or her injury;

d) equivalent employment: employment of a similar nature to the employment held by the teacher when he or she suffered the employment injury, from the standpoint of vocational qualifications required, salary, social benefits, duration and working conditions;

e) health institution: a public institution within the meaning of the Act respecting health services and social services (CQLR, chapter S-4.2);

f) employment injury: an injury or a disease arising out of or in the course of a work accident, or an occupational disease, including recurrence, relapse or aggravation; an injury or a disease which is solely due to gross and voluntary negligence on the part of the teacher who suffers or contracts such injury or disease shall not be an employment injury unless it resulted in the teacher's death or it permanently and severely affected his or her physical or mental well-being;

g) occupational disease: a disease contracted out of or in the course of his or her work and characteristic of that work or directly related to the risks peculiar to that work;

h) health professional: a professional in the field of health within the meaning of the Health Insurance Act (CQLR, chapter A-29).

5-10.38

The teacher must inform the board of the details concerning the work accident or employment injury before leaving the institution where he or she works, if he or she is able to do so or as soon as possible. Moreover, the teacher shall give the board a medical certificate in conformity with the Act, if the employment injury which he or she suffered renders him or her unable to perform his or her duties beyond the day on which it manifested itself.

5-10.39

The board shall inform the union of every employment injury which a teacher has suffered or contracted as soon as it is brought to its knowledge.

5-10.40

The teacher who meets the board concerning an employment injury which he or she suffered may be accompanied by his or her union delegate or representative. In this case, the union delegate may interrupt his or her work temporarily without loss of salary, supplements or premiums for regional disparities or reimbursement after having obtained his or her principal's authorization; such authorization cannot be refused without a valid reason.

5-10.41

a) The board must immediately provide first aid to a teacher who has suffered an employment injury and, wherever required, transportation to a health institution, to a health professional or to the teacher's residence as required by his or her condition.

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

c) The teacher shall be entitled to receive care from the health institution of his or her choice; if the teacher is unable to express his or her choice, he or she must accept the health institution chosen by the board but may later change for a health institution of his or her choice.

d) The teacher shall be entitled to receive care from the health professional of his or her choice.

5-10.42

The board may require a teacher who has suffered an employment injury to undergo an examination by a health professional that it designates in accordance with the Act, but it must give its reasons for doing so. The cost of the examination, if any, and the transportation costs shall be reimbursable according to clause 5-10.23.

5-10.43

The teacher who suffers an employment injury entitling him or her to an income replacement indemnity shall remain covered by the health insurance plan prescribed in Section II of this article.

The teacher shall also benefit, without losing any rights, from a waiver of his or her contributions to his or her pension plan (TPP, RREGOP, CSSP or PPCT). Provisions concerning a waiver of contributions are an integral part of the pension plan provisions and the resulting costs shall be shared as that of any other benefit.

The waiver shall no longer apply as of the consolidation of the employment injury or as of the teacher's temporary assignment provided for in clause 5-10.49.

5-10.44

If the date of consolidation of the employment injury is prior to the 104th week of the date of the beginning of the continuous period of absence due to an employment injury, the salary insurance plan prescribed in clause 5-10.15 applies if the teacher is still disabled within the meaning of clause 5-10.03 and, in this case, the date of the beginning of the absence is considered as the date on which the disability begins for the purpose of applying the salary insurance plan, particularly clauses 5-10.15 and 5-10.30.

5-10.45

The teacher's bank of sick-leave days shall not be reduced for those days for which the Commission des normes, de l’équité, de la santé et de la sécurité du travail has paid an income replacement indemnity until the date of consolidation of the employment injury as well as for any absence prescribed in clause 5-10.55.

5-10.46

As long as a teacher is entitled to the income replacement indemnity, under the Act respecting industrial accidents and occupational diseases (CQLR, chapter A-3.001) and until the date of consolidation of the employment injury he or she has suffered, the teacher shall be entitled to his or her salary as if he or she were at work subject to the following provisions. His or her taxable gross salary shall be determined in the following manner: the board shall deduct the equivalent of all amounts required by the Act and the agreement, if need be; the net salary thus obtained shall be reduced by the income replacement indemnity under the Act respecting industrial accidents and occupational diseases (CQLR, chapter A-3.001) and the difference shall be brought to a taxable gross salary on the basis of which the board shall deduct all amounts, contributions and benefits required by the Act and the agreement.

For the purposes of applying this clause, the salary is the salary the teacher would receive if he or she were at work, including, where applicable, premiums for regional disparities and, for these purposes only, the annual supplements of head teacher and staff assistant as long as the board has not appointed a replacement to carry out these duties.

5-10.47

Subject to clause 5-10.46, the Commission des normes, de l'équité, de la santé et de la sécurité du travail shall reimburse the board the amount corresponding to the income replacement indemnity set by the Commission des normes, de l'équité, de la santé et de la sécurité du travail.

The teacher must sign the forms required for such reimbursement. This waiver is valid only for the period during which the board has agreed to pay the benefits.

5-10.48

A teacher who is informed by his or her physician of the date of consolidation of the employment injury he or she has suffered and of the fact that he or she will retain a certain degree of functional disability or that he or she will retain no such disability shall pass on the information to the board without delay.

5-10.49

Pursuant to the Act, the board may temporarily assign work to a teacher until he or she is again able to carry on his or her employment or until he or she becomes able to carry on suitable employment, even if his or her employment injury has not consolidated.

5-10.50

Once the teacher's employment injury has consolidated, he or she shall resume his or her duties subject to the provisions concerning movement of personnel. If the position is abolished, the teacher shall be entitled to the benefits he or she would have had had he or she been at work.

5-10.51

Although a teacher is unable to resume his or her duties because of an employment injury but who may use his or her remaining ability and qualifications to work, he or she shall be entitled to occupy, in accordance with clause 5-10.52, an equivalent position or a suitable available position which the board intends to fill provided that the teacher is able to do so.

5-10.52

The exercise of the right mentioned in clause 5-10.51 shall be subject to the following terms and conditions:

a) If it involves a regular teaching position:

when applying clause 5-3.20, the teacher shall be considered in Field 17, unless he or she is on availability. However, the board and the union may reach an ad hoc agreement on a particular movement of personnel as regards the teacher.

b) If it involves another position:

i) the teacher shall apply for the position in writing;

ii) the teacher has more seniority than the other teachers or persons concerned;

iii) the teacher has the required qualifications and meets the other requirements determined by the board;

iv) the applicable collective agreement so allows.

c) The teacher's right can only be exercised during the two years immediately following the beginning of his or her absence or during the year following the consolidation date according to the more remote date.

5-10.53

The teacher who obtains a position referred to in clause 5-10.51 shall be entitled to an adaptation period of 30 workdays; at the end of that period, the teacher can keep the position only if the board deems that he or she is able to perform the duties adequately. In this case, he or she shall be considered as not having exercised the right prescribed in clause 5-10.51 and may again be entitled to the provisions of this clause.

5-10.54

The teacher who obtains a position referred to in clause 5-10.51 shall receive the salary related to the new position, notwithstanding any provision to the contrary.

5-10.55

If the teacher who has suffered an employment injury returns to work, the board shall pay the teacher his or her salary for each day or part of day during which the teacher must be absent from work to receive treatment or undergo medical examinations related to the employment injury or to carry out an activity which is part of his or her personal rehabilitation program.

For the purposes of applying this clause, the salary is the salary which the teacher would receive if he or she were at work, including, where applicable, premiums for regional disparities and, for these purposes only, the annual supplements of head teacher and staff assistant as long as the board has not appointed a replacement to carry out these duties.

5-11.00 REGULATIONS REGARDING ABSENCES

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

5-12.00 CIVIL RESPONSIBILITY

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

5-13.00 PARENTAL RIGHTS

Section 1 General provisions

5-13.01

Unless specifically provided otherwise, this article shall not result in granting a teacher a benefit, monetary or not, which the teacher would not have had had he or she remained at work.

5-13.02

The maternity leave, paternity leave and adoption leave allowances shall be paid only as supplements to parental insurance or Employment Insurance benefits, as the case may be, or as payments during a period of absence for which the Québec Parental Insurance Plan (QPIP) and the Employment Insurance Plan (EIP) do not provide any benefits.

However, the maternity leave, paternity leave and adoption leave allowances shall be paid only for the weeks during which the teacher is receiving or would receive, had he or she made the request, QPIP or EIP benefits.

If the teacher is sharing the QPIP or EIP adoption or parental benefits with his or her spouse, the allowance shall be paid only if the teacher is effectively receiving a benefit under either one of these plans during the maternity leave, paternity leave or adoption leave.

5-13.03

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

5-13.04

The board shall not reimburse the teacher for amounts that might be required by the Minister of Labour, Employment and Social Solidarity by virtue of the application of the Act respecting parental insurance (CQLR, chapter A-29.011).

Also, the board shall not reimburse the teacher for amounts that ESDC could require him or her to repay under the Employment Insurance Act (S.C. 1996, c. 23).

The salary[1], deferred salary and severance payments shall not be increased or decreased by the amounts received under the QPIP or EIP.

Section 2 Maternity leave

5-13.05

A) The maternity leave of a pregnant teacher who is entitled to benefits under the QPIP shall be of 21 weeks' duration which, subject to clause 5-13.07, must be consecutive.

   The maternity leave of a pregnant teacher who is entitled to benefits under the EIP shall be of 20 weeks' duration which, subject to clause 5-13.07, must be consecutive.

   The maternity leave of a pregnant teacher who is not entitled to benefits under the QPIP or EIP shall be of 20 weeks' duration which, subject to clause 5-13.07, must be consecutive.

B) A teacher who becomes pregnant while on a leave without salary or a part-time leave without salary prescribed in this article shall also be entitled to a maternity leave as defined in subclause A) and to the allowances prescribed in clause 5-13.09, 5-13.10 or 5-13.11, as the case may be.

C) Should the teacher's spouse who is on maternity leave die, the remainder of the maternity leave and the rights and benefits attached thereto shall be transferred to him or her.

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[1] In this article, "salary" means the teacher's regular salary including the supplements prescribed in article 6-6.00 without any additional remuneration even the monetary compensations prescribed in Chapter 8-0.00.

D) A teacher shall also be entitled to the maternity leave as defined in subclause A) in the event of the termination of the pregnancy after the beginning of the 20th week preceding the due date.

5-13.06

The distribution of the maternity leave, before and after the birth, shall be the teacher's decision and shall include the day of the birth. However if the teacher is eligible for QPIP benefits, the leave shall coincide with the period of payment of benefits under the Act respecting parental insurance (CQLR, chapter A-29.011) and shall begin no later than the week following the payment of the first benefit under the QPIP.

5-13.07

A) A teacher who has sufficiently recovered from delivery but whose child must remain in the hospital may interrupt her maternity leave by returning to work. She shall complete the maternity leave once the child has been taken home.

In addition, a teacher who has sufficiently recovered from delivery but whose child is hospitalized after having left the health care institution may interrupt her maternity leave, upon agreement with the board, and return to work during the hospitalization period.

B) At the teacher’s request, her maternity leave may be divided into individual weeks if her child is hospitalized or if the teacher must be absent due to a situation, other than illness related to the pregnancy provided for in sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (CQLR, chapter N-1.1).

The maximum number of weeks during which the maternity leave can be suspended shall be equivalent 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 (CQLR, chapter N-1.1) for such a situation.

During such a suspension, the teacher shall be considered on leave without pay and shall not receive any allowances or benefits from the board. The teacher shall be entitled to the benefits provided for in clause 5-13.28 during a suspension.

C) When the teacher resumes the maternity leave that was suspended or divided under subclauses A) and B) of this clause, the board shall pay the teacher the allowance to which she would have been entitled had her maternity leave not been suspended or divided for the number of weeks remaining under clause 5-13.09, 5-13.10 or 5-13.11, as the case may be, subject to clause 5-13.02.

5-13.08

To obtain maternity leave, a teacher must give the board prior written notice at least two weeks before the date of her departure. Such a notice must be accompanied by a medical certificate or a report signed by a midwife attesting to the pregnancy and the due date.

The time limit for giving prior notice may be reduced upon submission of a medical certificate stating that the teacher must leave her job sooner than expected. In case of an unforeseen event, the teacher shall be exempted from the formality of the notice provided that she give the board a medical certificate stating that she had to leave her job immediately.

5-13.09 Cases eligible for the Québec Parental Insurance Plan[1]

A) A teacher who has accumulated 20 weeks of service[2] and who is eligible for benefits under QPIP shall be entitled to receive, for the 21 weeks of her maternity leave, an allowance calculated as follows:

the payment of salary provided for each period under clause 6-8.01 which the teacher would have received had she been at work, reduced by the amount of QPIP maternity or parental benefits she receives for each period or those she would be receiving if she made the request, and also reduced by 12% of 1/200 of the difference between the teacher's annual salary and $11 700 for each day of work as defined in article 8-4.00 provided for during those weeks[3].

This allowance shall be calculated based on the QPIP benefits to which a teacher is entitled, without taking into account any amounts subtracted from such benefits to cover benefit reimbursements, interest, penalties or other amounts recoverable under the Act respecting parental insurance (CQLR, chapter A-29.011).

However, if the benefit paid under the QPIP is modified as a result of a change in the information provided by the board, the latter shall adjust the allowance accordingly.

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1 On the date of signature of the agreement, the teachers already entitled to benefits arising from the maternity leave under clause 5-13.09 shall be covered by the regulations of the 2010-2015 agreement.

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

3 This formula was used to take into account, in particular, that during a maternity leave, the teacher is benefitting from a waiver of her contributions to her pension plans and to the QPIP and EIP plans.

A teacher who works for more than one employer shall receive an allowance equal to the salary she would have received if she had been at work reduced by 12% of 1/200 of the difference between the teacher's annual salary and $11 700 for each day of work as defined in article 8-4.00 for those weeks, and further reduced by an amount equal to the percentage of QPIP benefit corresponding to the proportion of the basic weekly salary paid by the board with respect to the total basic weekly salaries paid by all the employers. For that purpose, the teacher shall submit to each of her employers a statement of the weekly salary paid by each employer and the amount of benefits payable under the Act respecting parental insurance (CQLR, chapter A-29.011).

B) The board shall not compensate the teacher in its maternity allowance for a reduction in QPIP benefits associated with the salary paid by another employer.

Notwithstanding the provisions of the above paragraph, the board shall compensate the teacher if the teacher can demonstrate that the salary paid by the other employer is a regular salary, by means of a letter to this effect signed by the employer paying the salary. If the teacher demonstrates that only part of the salary paid by the other employer is a regular salary, compensation shall be limited to that part.

The employer that pays the regular salary provided for in the above paragraph shall, at the teacher's request, produce such letter.

C) The total amount received by the teacher during her maternity leave, in QPIP benefits, allowances and salary, shall not exceed the teacher's basic salary reduced by 12% of 1/200 of the difference between the teacher's annual salary and $11 700 for each day of work as defined in article 8-4.00 for those weeks. This amount shall be applied to the total weekly salaries paid by the employer or, if applicable, employers (including her board).

5-13.10 Cases not eligible for the Québec Parental Insurance Plan but eligible for the Employment Insurance Plan[1]

A) A teacher who has accumulated 20 weeks of service[2] and who is eligible for benefits under the EIP, but not under the QPIP, shall be entitled during 20 weeks of her maternity leave to receive:

1) for each week of the waiting period under the EIP, the board shall pay the teacher an allowance calculated as follows:

the payment of salary prescribed for that period under clause 6-8.01 that the teacher would have received had she been at work, reduced by 12% of 1/200 of the difference between the teacher's annual salary and $11 700 for each workday as defined in article 8-4.00, scheduled during these weeks[3];

2) for each week following the period provided for in subparagraph 1) above up to the 20th week of the maternity leave, the board shall pay the teacher an allowance calculated as follows:

the payment of salary prescribed for each period under clause 6-8.01 that the teacher would have received had she been at work, reduced by the amount of the maternity or parental benefit under the EIP she is receiving for each period or would receive after submitting an application for benefits and also reduced by 12% of 1/200 of the difference between the teacher's annual salary and $11 700 for each workday as defined in article 8-4.00, scheduled during those weeks[3].

This allowance shall be calculated on the basis of the Employment Insurance benefits to which a teacher is entitled without taking into account the amounts deducted from those benefits because of the reimbursement of benefits, interest, penalties and amounts otherwise recoverable under the EIP.

However, if the benefit paid under the EIP is modified due to a change in the information provided by the board, the latter shall adjust the allowance accordingly.

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1 On the date of signature of the agreement, the teachers already entitled to benefits arising from the maternity leave under clause 5-13.09 shall be covered by the regulations of the 2010-2015 agreement.

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

3 This formula was used to take into account, in particular, that during a maternity leave, the teacher is benefitting from a waiver of her contributions to her pension plans and to the EIP plan.

A teacher who works for more than one employer shall receive an allowance equal to the salary she would have received if she had been at work reduced by 12% of 1/200 of the difference between the teacher's annual salary and $11 700 for each day of work as defined in article 8-4.00 for those weeks and further reduced by an amount equal to the percentage of EIP benefits corresponding to the proportion of basic weekly salary paid by the board in relation to the total basic weekly salaries paid by all the employers. For this purpose, the teacher shall provide each of her employers with a statement of the weekly salaries paid by each of them and the amount of the benefits paid by ESDC.

Moreover, if ESDC reduces the number of weeks of Employment Insurance benefits to which the teacher would otherwise have been entitled had she not availed herself of the Employment Insurance benefits before her maternity leave, the teacher shall continue to receive, for a period equal to the weeks deducted by ESDC, the allowance prescribed in the second paragraph of the present subparagraph 2) as if she had availed herself of the Employment Insurance benefits during that period.

B) Subclauses B) and C) of clause 5-13.09 shall apply with the necessary changes.

5-13.11 Cases not eligible for the Québec Parental Insurance Plan and the Employment Insurance Plan[1]

A teacher excluded from receiving benefits under the QPIP and EIP shall also be excluded from receiving any other allowance provided for in clauses 5-13.09 and 5-13.10. However:

A) Full-time teacher

A full-time teacher who has accumulated 20 weeks of service shall be entitled to an allowance if she is not receiving benefits from a parental rights plan established by another province or territory. This allowance, which shall be paid for 12 weeks, shall be calculated as follows:

the payment of salary prescribed for each period under clause 6-8.01 that the teacher would have received had she been at work, reduced by 12% of 1/200 of the difference between the teacher's annual salary and $11 700 for each workday, as defined in article 8-4.00, scheduled during those weeks.

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[1] On the date of signature of the agreement, the teachers already entitled to benefits arising from the maternity leave under clause 5-13.09 shall be covered by the regulations of the 2010-2015 agreement.

B) Part-time teacher

A part-time teacher who has accumulated 20 weeks of service shall be entitled to an allowance if she is not receiving benefits from a parental rights plan established by another province or territory. This allowance, which shall be paid for 12 weeks, shall be calculated as follows:

the payment of salary prescribed for each period under clause 6-8.01 that the teacher would have received had she been at work, reduced by 12% of 1/200 of the difference between the proportion of the teacher's annual salary and $11 700 for each workday, as defined in article 8-4.00, scheduled during those weeks and for which she should have been at work.

C) Subclause C) of clause 5-13.09 shall apply with the necessary adjustments.

5-13.12 In the cases prescribed in clauses 5-13.09, 5-13.10 and 5-13.11

A) No allowance may be paid for a vacation period during which the teacher is paid.

B) For a teacher eligible for QPIP benefits, the allowance shall be paid every two weeks; however, the first payment shall be payable only 15 days after the board receives proof that the teacher is receiving QPIP benefits. For the purposes of this subclause, proof shall consist in a statement of benefits and information provided by the Ministry of Labour, Employment and Social Solidarity in an official statement.

For a teacher eligible for EIP, the allowance payable for the first two weeks shall be paid by the board within two weeks following the beginning of the leave. The allowance payable after this date shall be paid every two weeks; however, the first payment shall be payable, in the case of a teacher eligible for EIP, only 15 days after the board receives proof that the teacher is receiving Employment Insurance benefits. For the purposes of this subclause, proof shall consist in a statement of benefits and information provided by ESDC in an official statement to the employer.

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

Moreover, the requirement of 20 weeks' service under clauses 5-13.09, 5-13.10 and 5-13.11 shall be deemed to have been met, where applicable, when the teacher meets this requirement with one or the other of the employers mentioned in the preceding paragraph.

D) The maternity leave benefits paid to a teacher nonreengaged because of surplus of personnel shall terminate as of the date of her nonreengagement.

Subsequently, in the case where the teacher nonreengaged because of surplus of personnel is reengaged by her board, the maternity leave benefits shall be reestablished as of the date of her reengagement.

In this case, the weeks during which the teacher has received maternity leave benefits before her nonreengagement as well as the weeks included between her nonreengagement and reengagement shall be deducted from the number of weeks to which she is entitled under clause 5-13.09, 5-13.10 or 5-13.11, as the case may be, and the maternity leave benefits shall be reestablished for the number of weeks remaining as a result of the application of those clauses.

The teacher shall not be entitled to defer the four weeks' vacation prescribed in clause 5-13.13.

E) The basic salary of the part-time teacher shall be established under clause 6-7.01.

5-13.13

During the maternity leave and any extension prescribed in clause 5-13.14, a teacher, insofar as she is normally entitled to it, shall benefit from the following:

- health insurance;
- accumulation of sick-leave days;
- accumulation of seniority;
- accumulation of experience;
- accumulation of continuous service for employment security purposes;
- accumulation of service for probation purposes;
- right to apply for a position which has been posted and to obtain it in accordance with the provisions of the agreement as if she were at work.

The teacher may defer a maximum of four weeks' annual vacation if it falls within her maternity leave and if she notifies the board in writing of the date of such deferral no later than two weeks before the termination of the said maternity leave. Unless there is an agreement to the contrary with the board, the maximum period of four weeks shall immediately follow the maternity leave. The provisions of this clause apply during the four weeks of deferred vacation. If the Christmas holidays fall during this 4-week period, they shall not be included in the 4-week period.

However, when the teacher on maternity leave receives benefits under the QPIP or EIP for one or more weeks included in her annual vacation period, an amount equal to that which she has thus received shall be deducted (if not already done) in equal parts from the salary payments foreseen for the period of deferred vacation.

5-13.14

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

The teacher may extend her maternity leave if her own or her child's health requires that she do so. The duration of the extension shall be as indicated in the medical certificate, which must be provided by the teacher.

During these extensions, the teacher shall be deemed to be on leave without pay and shall not receive any allowance or benefits. During these periods, the teacher shall be subject to clause 5-13.13 for the first six weeks and to clause 5-13.28 thereafter.

5-13.15

The maternity leave may last for less than the number of weeks provided for in clause 5-13.05. If the teacher returns to work within the two weeks following the birth, she must, at the board's request, produce a medical certificate confirming that she is sufficiently recovered to resume work.

5-13.16

During the fourth week preceding the termination of the maternity leave, the board must send the teacher a notice indicating the anticipated date of the termination of the said leave.

The teacher to whom the board has sent such a notice must report to work upon the termination of the maternity leave unless the leave is extended as prescribed in clause 5-13.27.

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

5-13.17

When she returns from her maternity leave, the teacher shall return to her position. If the position has been abolished, the teacher shall be entitled to the benefits she would have received had she been at work at that time.

Section 3 Special leaves for pregnancy and breastfeeding

5-13.18 Provisional assignment and special leaves

A) A teacher may request to be provisionally assigned to another position, vacant or temporarily vacant, with the same job title or, if she agrees and subject to the provisions of the applicable collective agreements, another job title, in the following cases:

1) she is pregnant and her working conditions expose her or her unborn child to infectious diseases or to physical dangers;

2) her working conditions involve dangers for the child whom she is breastfeeding;

3) she works regularly at a cathode-ray screen.

B) The teacher must present a medical certificate to this effect as soon as possible.

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

C) The teacher so assigned to another position shall retain the rights and privileges of her regular position.

D) If the assignment is not carried out immediately, the teacher shall be entitled to a special leave beginning immediately. Unless a provisional assignment arises afterward to cancel the special leave, the special leave shall terminate for the pregnant teacher on the date of the birth and for the teacher who is breastfeeding her child, at the end of the period during which the child is breastfed. However, for a teacher who is eligible for benefits under the Act respecting parental insurance (CQLR, chapter A-29.011), the special leave shall end as of the fourth week prior to the due date.

E) During the special leave prescribed in this clause, the teacher's allowance shall be regulated by the provisions of the Act respecting occupational health and safety (CQLR, chapter S-2.1) concerning the preventive reassignment of the employee who is pregnant or who is breastfeeding.

F) However, following a written request to this effect, the board shall pay the teacher an advance on the forthcoming allowance, based on anticipated payments. If the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) pays the anticipated allowance, the reimbursement shall be deducted from that amount. If not, the reimbursement shall be made at 30% of the salary payable per pay period until the amount has been paid in full.

However, if the teacher exercises her right to apply for a review of the CNESST decision or to contest it before the Tribunal administratif du travail (TAT), the reimbursement cannot be payable until the administrative review decision of the CNESST or, where applicable, TAT's decision has been rendered.

G) In addition to the preceding provisions, at the teacher's request, the board must study the possibility of temporarily changing the duties of the teacher assigned to a cathode-ray screen so as to reduce her working time at the cathode-ray screen to a maximum of two hours per half-day and of assigning her to other duties which she is reasonably capable of performing for the remainder of her working time. The change in duties must not cause the teacher to lose any rights.

5-13.19 Other special leaves

A teacher shall also be entitled to a special leave in the following cases:

a) when a complication in the pregnancy or a risk of miscarriage requires a work stoppage for a period prescribed by a medical certificate; this special leave cannot be extended beyond the beginning of the fourth week preceding the due date;

b) when a natural or induced miscarriage occurs before the beginning of the 20th week preceding the due date, upon presentation of a medical certificate prescribing the duration;

c) for visits with a health professional related to the pregnancy and attested to by a medical certificate or a written report signed by a midwife; as regards these visits, the teacher shall be granted a special leave without loss of salary or premiums for regional disparities for a maximum of four days which may be taken in half-days.

5-13.20

During the special leaves granted under this section, the teacher shall be entitled to the benefits prescribed in clause 5-13.13, if she is entitled to them, and in clause 5-13.17. A teacher covered by subparagraphs a), b) and c) of clause 5-13.19 may avail herself of the benefits of the sick-leave plan or the salary insurance plan. In the case of subparagraph c) of clause 5-13.19, the teacher must first have used up the four days prescribed.

Section 4 Paternity-related leaves

5-13.21

Leave related to the birth of a child

A) A teacher shall be entitled to a leave with salary for a maximum period of five working days for the birth of his child. The teacher shall also be entitled to this leave if the pregnancy is terminated after the beginning of the 20th week preceding the due date. While this leave need not be continuous, it 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 five days may be used for the child's baptism or registration.

The teacher must give the board, as soon as possible, advance notice of the leave for the birth of his child.

A female teacher whose spouse gives birth shall also be entitled to such leave if she is considered one of the child's mothers.

Paternity leave[1]

B) On the occasion of his child's birth, a teacher shall also be entitled to paternity leave of no more than five weeks which, subject to subclauses F) and G), must be consecutive. This leave shall end no later than the end of the 52nd week following the week of his child's birth.

The paternity leave shall be granted following a written request submitted at least three weeks in advance. However, the time limit can be shorter if the birth occurs before the expected date of delivery.

The paternity leave of a teacher who is eligible for benefits under the QPIP or EIP shall be concurrent with the period during which benefits are paid under either plan and must begin no later than the week following the start of benefits payment.

The request must specify the anticipated expiry date of the leave.

The teacher must report for work upon the expiry of his paternity leave, unless the leave was extended in the manner prescribed in clause 5-13.27.

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

A female teacher whose spouse gives birth shall also be entitled to such a leave if she is considered one of the child's mothers.

C) 1) During the paternity leave prescribed in subclause B) of this clause, the teacher who has accumulated 20 weeks of service[2] and is entitled to benefits under the QPIP shall receive an allowance calculated as follows:

the salary prescribed for each period under clause 6-8.01 that the teacher would have received had he been at work, reduced by the benefits that he is receiving or would receive after submitting an application under the QPIP.

2) During the paternity leave prescribed in subclause B) of this clause, the teacher who has accumulated 20 weeks of service[2] and is entitled to benefits under the EIP shall receive an allowance calculated as follows:

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[1] On the date of signature of the agreement, the teacher already entitled to benefits arising from the paternity leave under subparagraphs 1) and 2) of subclause C) and of subclause D) of clause 5-13.21 shall be covered by the regulations of the 2010-2015 agreement.

[2] A teacher on leave shall accumulate service if his leave is authorized, in particular in the case of a disability, and when a benefit or remuneration is payable.

the salary prescribed for each period under clause 6-8.01 that the teacher would have received had he been at work, reduced by the benefits that he is receiving or would receive after submitting an application under the EIP.

3) The 3rd, 4th and 5th paragraphs of subclause A) of clause 5-13.09 or the 3rd, 4th and 5th paragraphs of subparagraph 2) of subclause A) of clause 5-13.10, as the case may be, and subclauses B) and C) of clause 5-13.09 apply to both of the preceding subparagraphs with the necessary changes.

D) A teacher who has accumulated 20 weeks of service[1] and is not entitled to paternity benefits under the QPIP or to parental benefits under the EIP shall receive during the paternity leave prescribed in subclause B) of this clause an allowance equal to his salary payable for each period prescribed in clause 6-8.01 that the teacher would have received had he been at work.

E) Clause 5-13.12 shall apply to the teacher who receives the allowances prescribed in subclause C) or D) of this clause with the necessary changes.

F) When his child is hospitalized, the teacher may suspend his paternity leave upon agreement with the board and return to work for the duration of the hospitalization.

G) At the teacher's request, the paternity leave may be divided into individual weeks if the child is hospitalized or if the teacher must be absent due to a situation covered in sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (CQLR, chapter N-1.1).

The maximum number of weeks for which the paternity leave can be suspended shall be equivalent 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 (CQLR, chapter N-1.1) for such a situation.

During such suspension, the teacher shall be considered on leave without pay and shall not receive any allowances or benefits from the board. The teacher shall be entitled to the benefits provided for in clause 5-13.28 during such a suspension.

H) When the paternity leave suspended or divided under subclauses F) and G) of this clause resumes, the board shall pay the teacher the allowance to which he would have been entitled had his paternity leave not been suspended or divided for the number of weeks remaining under subclause B) of this clause, subject to clause 5-13.02.

I) A teacher who sends the board, before the expiry date of his paternity leave, a notice accompanied by a medical certificate attesting that the child's state of health so requires, shall be entitled to an extension of his paternity leave. The duration of such extension shall be as indicated in the medical certificate.

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[1] A teacher on leave shall accumulate service if his leave is authorized, in particular in the case of a disability, and when a benefit or remuneration is payable.

During such extension, the teacher shall be considered on leave without pay and shall not receive any allowances or benefits from the board. The teacher shall be covered by clause 5-13.28 during that period.

J) The teacher who takes one of the leaves prescribed in subclause A) or B) shall receive the benefits prescribed in clause 5-13.13, provided that he is normally entitled to them and in clause 5-13.17.

Section 5 Adoption-related benefits

Leaves for adoption purposes

5-13.22

A teacher shall be 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 cannot be taken after 15 days of the child's arrival at the family residence. One of the five days may be used for the baptism or registration.

The teacher must give the board, as soon as possible, advance notice of the leave for the birth of his or her child.

5-13.23

The teacher who adopts his or her spouse's child is entitled to a maximum of five working days of leave, of which only the first two shall be paid. The leave may be discontinuous, but it cannot be taken after 15 days following the filing of the adoption application.

Adoption leave[1]

5-13.24

A) A teacher 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 subclauses D) and E), must be taken consecutively. The leave must terminate no later than the end of the 52nd week following the week of the child's arrival home.

The leave shall be granted following a written request submitted at least three weeks in advance.

The request must specify the anticipated expiry date of the leave.

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1 On the date of signature of the agreement, the teachers already entitled to benefits arising from the adoption leave under subparagraphs 1) and 2) of subclause B) and of subclause C) of clause 5-13.24 shall be covered by the regulations of the 2010-2015 agreement.

The teacher must report for work upon the expiry of his or her leave, unless the leave was extended in the manner prescribed in clause 5-13.27.

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

The leave of the teacher eligible for benefits under the QPIP or EIP shall be concurrent with the period during which benefits are paid under either plan and must begin no later than the week following the start of benefits payment.

The leave of a teacher who is ineligible for benefits under the QPIP or EIP 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 upon with the board.

B) 1) During the adoption leave prescribed in subclause A) of this clause, a teacher who has accumulated 20 weeks of service[1] and is eligible for benefits under the QPIP shall receive an allowance calculated as follows:

the payment of salary prescribed for each period under clause 6-8.01 that the teacher would have received had he or she been at work, reduced by the amount of the QPIP benefits that he or she receives or would receive after submitting an application for benefits.

2) During the adoption leave prescribed in subclause A) of this clause, a teacher who has accumulated 20 weeks of service[1] and is eligible for benefits under the EIP shall receive an allowance calculated as follows:

the payment of salary prescribed for each period under clause 6-8.01 that the teacher would have received had he or she been at work, reduced by the amount of the EIP benefits that he or she receives or would receive after submitting an application for benefits.

3) The third, fourth and fifth paragraphs of subclause A) of clause 5-13.09 or the third, fourth and fifth paragraphs of subparagraph 2) of subclause A) of clause 5-13.10, as the case may be, and subclauses B) and C) of clause 5-13.09 apply to this clause by making the necessary changes.

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[1] A teacher on leave shall accumulate service if his leave is authorized, in particular in the case of a disability, and when a benefit or remuneration is payable.

C) A teacher who has accumulated 20 weeks of service[1] and who is not eligible for adoption benefits under the QPIP or for parental benefits under the EIP and who adopts a child, other than his or her spouse's child, shall receive during an adoption leave provided for in subclause A) of this clause an allowance equal to his or her salary prescribed for each period under clause 6-8.01 that the teacher would have received had he or she been at work.

D) If the child is hospitalized, the teacher may suspend his or her adoption leave, upon agreement with the board, and return to work for the period during which the child is hospitalized.

E) Upon the teacher's request, an adoption leave may be divided into weeks if his or her child is hospitalized or if the teacher must be absent due to a situation covered by sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (CQLR, chapter N-1.1).

The maximum number of weeks during which the adoption leave is 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 adoption leave is suspended is prescribed in the Act respecting labour standards (CQLR, chapter N-1.1) for such a situation.

During such a suspension, the teacher is considered on leave without salary and shall not receive any allowances or benefits from the board. The teacher shall receive the benefits prescribed in clause 5-13.28 during that period.

F) When the adoption leave suspended or divided under subclauses D) and E) of this clause resumes, the board shall pay the teacher the allowance to which he or she would have been entitled had he or she not suspended or divided the adoption leave for the number of weeks remaining under subclause A) of this clause, subject to clause 5-13.02.

G) The teacher who forwards to the board, prior to the expiry date of his or her adoption leave, a notice accompanied by a medical certificate attesting that the health of his or her child so requires, is entitled to an extended adoption leave. The duration shall be specified in the medical certificate.

During such an extension, the teacher is considered on leave without salary and shall not receive any allowances or benefits from the board. The teacher shall receive the benefits prescribed in clause 5-13.28 during that period.

5-13.25

A) The teacher who takes one of the leaves prescribed in clause 5-13.22, 5-13.23 or 5-13.24 shall receive the benefits prescribed in clause 5-13.13, provided that he or she is normally entitled to them and in clause 5-13.17.

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[1] A teacher on leave shall accumulate service if his leave is authorized, in particular in the case of a disability, and when a benefit or remuneration is payable.

B) Clause 5-13.12 shall apply to the teacher who is receiving the allowances prescribed in subclause B) or C) of clause 5-13.24 with the necessary changes.

Leaves of absence without salary for adoption purposes

5-13.26

The teacher shall benefit, for the purposes of adopting a child, from a leave of absence without salary of a maximum duration of 10 weeks as of the date he or she assumes responsibility for the child, unless it is the spouse's child. The leave shall be granted following a written request submitted at least two weeks in advance.

The teacher who must travel outside of Québec in order to adopt a child, unless it is the spouse's child, shall be granted, for that purpose and upon written request to the board two weeks in advance where possible, a leave of absence without salary for the time necessary for such travel.

However, the leave shall end no later than the week following the first payment of QPIP benefits and the provisions of subclause A) of clause 5-13.24 shall apply.

During the leave of absence without salary, the teacher shall be entitled to the benefits prescribed in clause 5-13.28.

Section 6 Extension of certain leaves

Leaves of absence without salary and part-time leaves of absence without salary

5-13.27

A teacher who wishes to extend her maternity leave, a teacher who wishes to extend his paternity leave and a teacher who wishes to extend his or her adoption leave shall benefit from one of the five options listed hereinafter, under the conditions stipulated therein:

a) a leave under clause 5-10.30;

or

b) a full-time leave without salary:

1) until the end of the current school year, if he or she so requests;

2) for the following complete school year if the teacher benefited from the leave prescribed in the preceding subparagraph 1), if he or she so requests;

3) for a second complete school year if the teacher benefited from the leave prescribed in the preceding subparagraph 2), if he or she so requests;

or

c) a full-time leave of absence without salary for a maximum period of 52 continuous weeks which begins at the time the teacher chooses and ends no later than 70 weeks following the birth or, in the case of an adoption, 70 weeks after full legal responsibility for the child is assumed;

or

d) a leave of absence without salary for part of a year for a maximum period of two years; unless there is an agreement to the contrary between the board and the teacher, during that leave, the teacher shall have the choice of working or not:

1) for each complete period where the starting date coincides with the beginning of the work year and the end coincides with the last workday in December;

2) for each complete period where the starting date coincides with the first workday in January and the end coincides with the last workday in June;

3) for the period included between the beginning of the leave of absence without salary and the last workday in December, if the leave without salary is taken between the beginning of the work year and the last workday in December or for the period included between the beginning of the leave without salary and the last workday in June, if the leave without salary is taken between the first workday in January and the last workday in June.

A leave of absence without salary which includes four periods as defined in subparagraphs 1), 2) and 3) shall be for two years;

or

e) a partial leave without salary; unless there is an agreement to the contrary between the board and the teacher, the following terms apply:

1) the leave begins between December 31 and July 1:

- until the end of the current work year, the teacher shall either choose to work on a full-time basis or benefit from a full-time leave without salary;

- for the following complete work year, the teacher shall be entitled during the entire year to a leave without salary for part of the week determined by the board:

i) for the secondary-level teacher and the preschool and elementary-level specialist: a fixed period of time in his or her timetable equal to approximately 50% of the workload;

ii) for the preschool teacher: mornings or afternoons;

iii) for every other teacher: five half-days per week;

- for a second complete work year, the teacher shall be entitled to a partial leave without salary under the same conditions as for the first complete work year;

2) the leave begins between June 30 and the first workday of the school year:

- for the following complete work year, the teacher shall be entitled during the entire year to a leave without salary for part of the week determined by the board:

i) for the secondary-level teacher and the preschool and elementary-level specialist: a fixed period of time in his or her timetable equal to approximately 50% of the workload;

ii) for the preschool teacher: mornings or afternoons;

iii) for every other teacher: five half-days per week;

- for a second complete work year, the teacher shall be entitled to a partial leave without salary under the same conditions as for the first complete work year;

3) the leave begins between the first workday of the school year and January 1:

- until the end of the current work year, the teacher shall either choose to work on a full-time basis or benefit from a full-time leave without salary;

- for the following complete work year, the teacher shall be entitled during the entire year to a leave without salary for part of the week determined by the board:

i) for the secondary-level teacher and the preschool and elementary-level specialist: a fixed period of time in his or her timetable equal to approximately 50% of the workload;

ii) for the preschool teacher: mornings or afternoons;

iii) for every other teacher: five half-days per week;

- for a second complete work year, the teacher shall be entitled to a full-time leave without salary.

f) The leaves prescribed in subparagraphs a), b), d) and e) must be taken immediately after the maternity leave, the paternity leave or the adoption leave.

The paternity leave prescribed in subclause B) of clause 5-13.21 or the adoption leave prescribed in subclause A) of clause 5-13.24 may be extended under one of the options prescribed in subparagraph b), d) or e) of this clause up to the 125th week following the child's birth or arrival at the family residence. However, if the expiry of the leave does not coincide with the first workday of a school year or January 1, the leave must then end on the day preceding the first workday of the school year or the January 1 preceding the 125-week limit.

However, if the paternity leave prescribed in subclause B) of clause 5-13.21 or the adoption leave prescribed in subclause A) of clause 5-13.24 immediately follows the leave related to the birth of a child prescribed in subclause A) of clause 5-13.21 or the leave for adoption purposes prescribed in clause 5-13.22, the 125-week limit prescribed in the preceding paragraph does not apply.

g) 1) The full-time leaves prescribed in subparagraphs a), b) and c) of this clause shall be granted following a written request submitted at least three weeks in advance.

2) The leave of absence without salary prescribed in subparagraph d) of this clause shall be granted following a written request submitted at least three weeks in advance and specify the schedule of the leave for the first year. The schedule of the leave for the second year must be specified in writing at least three months before the beginning of the second year.

3) The request for the leaves prescribed in subparagraphs a), c) and d) of this clause must specify the date of the return to work.

4) The leave of absence without salary prescribed in subparagraph e) of this clause shall be granted following a written request submitted at least three weeks in advance.

5) The part-time leave of absence without salary prescribed in subparagraph e) of this clause shall be granted following a written request submitted before the preceding June 1.

h) A teacher to whom the board has sent a four-week notice indicating the date of the expiry of the leave of absence without salary must submit a notice of his or her return at least two weeks before the expiry of the said leave. Failing this, he or she shall be considered as having resigned.

The teacher who wishes to terminate a leave of absence granted under subparagraph a), b) or e) of this clause before the anticipated date may only do so for exceptional reasons and with the board's consent. The board and the union may agree on the terms and conditions of the return.

The teacher who wishes to terminate a leave of absence granted under subparagraph c) of this clause before the anticipated date must submit a written notice to this effect at least 21 days prior to his or her return.

The teacher who wishes to terminate his or her leave of absence without salary for part of a year before the anticipated date must submit a written notice to this effect at least 30 days prior to his or her return.

i) The full-time leaves prescribed in subparagraph b), d) or e) of this clause may be changed for any one of the other three options only once under the following conditions:

- the change is effective as of the beginning of a school year and must be requested in writing before the preceding June 1;

- it may not extend beyond the period originally foreseen for the leave.

During one of the leaves prescribed in subparagraph b), c), d) or e) of this clause, the teacher shall maintain his or her right to use the sick-leave days under clause 5-10.30. However, such use may not have the effect of extending the period foreseen for one of these leaves.

A teacher who does not use his or her leave of absence without salary for one of the leaves prescribed in subparagraph b), d) or e) of this clause may benefit from the unused portion of his or her spouse's leave as a leave of absence without salary by complying with the procedures prescribed in this article. Where applicable, the leave shall be divided over two immediately consecutive periods.

If the teacher's spouse is not an employee of the public and parapublic sectors, the teacher may obtain, under the conditions stipulated, a leave without salary prescribed in subparagraph b), d) or e) of this clause within two years of the birth or adoption; in all cases, the said leave cannot exceed the two-year period following the birth or adoption.

j) At the teacher's request, the full-time leave of absence without salary may be divided into weeks if the child is hospitalized or if the teacher must be absent due to a situation covered by sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (CQLR, chapter N-1.1). The leave may be divided only prior to the expiry of the first 52 weeks of the leave of absence without salary.

The maximum number of weeks for which the leave of absence without salary can be suspended shall be equivalent 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 of absence without salary is suspended is prescribed in the Act respecting labour standards (CQLR, chapter N-1.1) for such a situation.

During such a suspension, the teacher shall be considered on leave without salary and shall not receive any allowances or benefits from the board. The teacher shall be entitled to the benefits provided for in clause 5-13.28 during such a suspension.

5-13.28

During a leave of absence without salary, the teacher shall accumulate seniority, retain experience and continue to participate in the applicable basic health insurance plan provided he or she pay all the premiums.

During a leave of absence without salary for part of a year or a partial leave of absence without salary, the teacher shall accumulate seniority and experience as a part-time teacher as well as continue to participate in the applicable basic health insurance plan provided he or she pay all the premiums.

Moreover, the teacher who benefits from a leave under one of the preceding paragraphs may continue to participate in the other applicable supplementary insurance plans provided he or she so request at the beginning of the leave and pay all the premiums.

Notwithstanding the preceding paragraphs, the teacher shall accumulate experience up to the first 52 weeks of a leave of absence without salary, a partial leave of absence without salary or a leave of absence without salary for part of a year.

On returning to the board, the teacher shall be reinstated in his or her duties in accordance with the provisions of the agreement.

5-13.29

Notwithstanding subparagraph f) of clause 5-13.27, if the teacher takes her deferred annual vacation period immediately after her maternity leave, the leave without salary, the leave without salary for part of a year or the partial leave without salary must be taken immediately after the deferred vacation period.

Leaves for parental responsibilities

5-13.30

A) A leave without salary for part of a year for a maximum of one year shall be granted to a teacher whose minor child suffers from socioemotional problems or whose minor child is handicapped or ill and who requires his or her care. The leave shall be scheduled in accordance with subparagraph d) of clause 5-13.27.

   The leave shall be granted following a written request submitted at least two weeks in advance.

B) The teacher may obtain a leave without salary for a complete school year or a partial leave without salary for a complete school year instead of availing himself or herself of the leave. The partial leave without salary shall be scheduled in accordance with subparagraph e) of clause 5-13.27.

   Either one of these leaves shall be granted following a written request submitted prior to the preceding June 1.

Miscellaneous provisions

5-13.31

The board shall deduct from the salary of the teacher who is not eligible for one or the other benefits for maternity, paternity or adoption leaves prescribed in clauses 5-13.09, 5-13.10, in subclause C) of clause 5-13.21 and in subclause B) of clause 5-13.24, 1/260 of his or her annual salary for each workday during which he or she is absent from work due to maternity, paternity or adoption up to a maximum of 20 consecutive weeks for a maternity leave or of 5 consecutive weeks for a paternity or adoption leave. Such a teacher shall not be entitled to 4 weeks of deferred vacation prescribed in clause 5-13.13.

Subject to the changes pursuant to the agreement and provided that they are specifically described in a local agreement concluded in accordance with section 5) of Chapter 14 of the Statutes of 1978, the superior benefits are renewed for the duration of the agreement.

5-13.32

A teacher who benefits from a premium for regional disparities under the agreement shall receive a premium during her maternity leave prescribed in Section 2.

Notwithstanding the foregoing, the total amounts received by the teacher as QPIP or EIP benefits, allowances and premiums cannot exceed 95% of the amount that constitutes her basic salary and the premium for regional disparities.

A teacher who is entitled to a premium for regional disparities shall receive such a premium during the weeks the board pays the teacher an allowance for the paternity leave prescribed in subclause B) of clause 5-13.21 or adoption leave prescribed in subclause A) of clause 5-13.24.

5-13.33

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

5-13.34

If it is established before an arbitrator that a teacher benefited from a maternity leave or a leave provided for in clause 5-13.27 during her probation period and that the board terminated her engagement, the board must prove that it terminated her engagement for reasons other than her having benefited from the maternity leave or the leave provided for in clause 5-13.27.

5-14.00 SPECIAL LEAVES

5-14.01

Every teacher in service shall be entitled to certain special leaves without loss of salary, supplements or premiums for regional disparities. The duration of the leaves and the events for which the leaves may be obtained are mentioned in clause 5-14.02.

5-14.02

A) In the event of the death of the teacher's spouse, child[1] or spouse's child living under the same roof: seven consecutive days, working days or not, as of the date of death[2]. The teacher may keep only one of these days to be used for the funeral[3] or burial.

In the event of the death of a spouse's minor child not living with the teacher: three consecutive days, working days or not, as of the date of death[2]. The teacher may keep only one of these days to be used for the funeral[3] or burial.

B) In the event of the death of the teacher's father, mother, brother or sister: five consecutive days, working days or not, as of the date of death[2]. The teacher may keep only one of these days to be used for the funeral[3] or burial.

C) In the event of the death of the teacher's parents-in-law, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandson, granddaughter: three consecutive days, working days or not, as of the date of death[2]. The teacher may keep only one of these days to be used for the funeral[3] or burial.

The granting of this leave is conditional upon whether marriage or family ties still exist. For this reason, the leave shall be refused in the event of the dissolution of the marriage by divorce or annulment, the dissolution of the civil union by court judgement or notarized joint declaration or in the case where the definition of spouse no longer applies, except if the dissolution of one of the relationships (marriage, civil union or definition of spouse) is due to the death of the teacher's spouse.

D) The marriage or civil union of the teacher's father, mother, brother, sister or child: the day of the wedding or civil union.

E) The change of domicile other than the one provided for in article 5-3.00: the moving day; however, a teacher shall not be entitled to more than one day off per year in this regard.

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1 Including the child who lives with the teacher and for whom adoption procedures have been undertaken.

2 The obligation to take the leave as of the date of death shall not apply when the teacher has completed his or her workday. In such a case, the leave shall start as of the day after the date of death.

3 The word "funeral" includes any celebration or ritual recognizing the death.

However, the annual maximum of one day shall be increased to three days when at least one of the two moves is expressly requested by the board.

F) The marriage or civil union of the teacher: a maximum of seven consecutive days, working days or not, including the day of the wedding or civil union.

G) An annual maximum of three working days to cover any other event considered as an act of God (disaster, fire, flood, etc.) which obliges the teacher to be absent from work; any other reason which obliges the teacher to be absent from work on which the board and the union agree to grant permission for absence without loss of salary, supplements or premiums for regional disparities.

H) A maximum of two working days to extend the leave prescribed in subclause A) of clause 5-13.21 or, where applicable, clause 5-13.23.

The additional leave shall be granted only to cover the teacher's travel time between the board where he or she teaches and a locality outside of the territory of the board when the event occurs outside the board's territory.

5-14.03

The teacher shall be entitled to one day without loss of salary, supplements or premiums for regional disparities, in addition to the number of days indicated in subclauses A), B) and C) of clause 5-14.02, if the funeral[1] or burial takes place at a distance greater than 240 kilometres from the teacher's residence or two additional days if it takes place at a distance greater than 480 kilometres. This day or these days, as the case may be, can only be used once for the funeral or burial, as per the teacher's choice.

Moreover, as regards the Littoral School Board, the regions for which premiums for regional disparities are payable and the territory included between Tadoussac and the Moisie River if it is necessary to cross the river, the union and the board may agree on an additional number of days without loss of salary, supplements or premiums for regional disparities to cover the events mentioned in subclauses A), B) and C) of clause 5-14.02.

5-14.04

Furthermore, the board shall, upon request, allow a teacher to be absent without loss of salary, supplements or premiums for regional disparities during the time when:

a) the teacher must sit for official entrance or achievement examinations in an educational institution recognized by the Ministère;

b) the teacher must serve in a court of law as a juror or a witness in a case in which he or she is not a party;

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[1] The word "funeral" includes any celebration or ritual recognizing the death.

c) the teacher, by order of the community health department, is placed under quarantine in his or her dwelling because of a contagious disease affecting a person living in the same dwelling;

d) the teacher, at the specific request of the board, undergoes a medical examination in addition to that required by law.

5-14.05

The board may also allow a teacher to be absent without loss of salary, supplements or premiums for regional disparities for any other reason not mentioned in this article and which it deems valid.

5-14.06

A teacher-by-the-lesson who taught during the school year preceding the current school year shall be entitled to the following special leaves without loss of salary, supplements or premiums for regional disparities:

a) in the event of the death of his or her spouse, child[1], or spouse's child if said child is living under the same roof or is a minor: three consecutive days, working days or not, as of the date of death[2]. The teacher may keep only one of these days to be used for the funeral[3] or burial;

b) in the event of the death of his or her father, mother, brother or sister: two consecutive days, working days or not, as of the date of death[2]. The teacher may keep only one of these days to be used for the funeral[3] or burial;

c) the teacher referred to in this clause shall be entitled to one day, without loss of salary or premiums for regional disparities, in addition to the number of days indicated in subclauses a) and b), if the funeral[3] or burial takes place at a distance greater than 240 kilometres from the teacher's residence. This day can only be used once for the funeral[3] or the burial, as per the teacher’s choice.

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1 Including the child who lives with the teacher and for whom adoption procedures have been undertaken.

2 The obligation to take the leave as of the date of death shall not apply when the teacher has completed his or her workday. In such a case, the leave shall start as of the day after the date of death.

3 The word “funeral” includes any celebration or ritual recognizing the death.

5-14.07

Subject to the other provisions of the agreement and in accordance with section 79.7 of the Act respecting labour standards (CQLR, chapter N-1.1), a teacher may be absent from work without salary for 10 days per year to carry out obligations relating to the care, health or education of his or her child or of his or her spouse's child or because of the state of health of his or her spouse, father, mother, brother, sister or one of his or her grandparents.

The leave may be divided into days. A day may also be divided if the board consents thereto.

The teacher must advise the board of his or her absence as soon as possible and take the reasonable steps within his or her power to limit the leave and the duration of the leave.

The days thus used for absences shall be deducted from a teacher's annual bank of sick-leave days up to a maximum of six days.

5-15.00 NATURE, DURATION, TERMS AND CONDITIONS OF LEAVES OF ABSENCE WITHOUT SALARY AS WELL AS THE INHERENT RIGHTS AND OBLIGATIONS EXCEPT THOSE PROVIDED FOR PARENTAL LEAVES, FOR PARTICIPATION IN PUBLIC OFFICE AND FOR UNION ACTIVITIES

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

5-16.00 LEAVES OF ABSENCE FOR MATTERS RELATED TO EDUCATION

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

5-17.00 DEFERRED SALARY LEAVE

5-17.01

The deferred salary leave enables a tenured teacher who is not on availability to spread his or her salary for a given work period over a longer period which includes the length of the leave.

The leave is intended neither to grant a teacher benefits upon retirement nor to defer income tax.

5-17.02

The granting of the leave shall be the exclusive responsibility of the board; however, in the case of a refusal, the board shall provide the teacher who so requests with the reasons for its refusal.

5-17.03

The leave shall be subject to the provisions specified in Appendix 13.

5-17.04

Notwithstanding the preceding provisions, any teacher who was granted a deferred salary leave under the terms of the 2000-2003, 2005-2010 or 2010-2015 agreement shall continue to be governed by those provisions.

5-18.00 LEAVES FOR PUBLIC OFFICE

5-18.01

The teacher who stands for public office (deputy, mayor, municipal councillor, alderman or commissioner) shall obtain, upon 15 days' notice before his or her departure, a leave of absence without salary. This leave of absence without salary shall begin at the earliest on the date of the official declaration of his or her candidacy and shall end at the latest on the eighth day following the election.

5-18.02

The teacher elected or appointed to hold public office (minister, deputy, mayor, municipal councillor, alderman or commissioner) shall obtain, upon at least 15 days' notice before his or her departure, a leave without salary to hold public office. The time limit shall be seven days in the case of the teacher who availed himself or herself of the leave provided for in the preceding clause.

The board may also grant a teacher a leave of absence without salary on a part-time basis for a specific time in his or her schedule or grant him or her a leave without salary on an occasional basis to hold public office.

5-18.03

The teacher who is on a leave of absence without salary to hold public office must give the board at least 30 days' written notice of the date of his or her return to the board.

5-18.04

Upon his or her return, the teacher shall be reinstated in his or her duties in accordance with the provisions of the agreement.

5-18.05

The board may cancel the engagement of the teacher who uses the leave for public office for purposes other than those for which he or she obtained it.

5-19.00 TEACHER'S CONTRIBUTION TO A SAVINGS INSTITUTION OR CREDIT UNION

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

5-20.00 LEAVES FOR LOAN OF SERVICE

5-20.01

With his or her consent, the services of a teacher may be loaned by his or her board for the period and under the terms and conditions agreed to by the teacher, the board and the organization which requires his or her services, subject to the following clauses.

5-20.02

The provisions of Chapter 8-0.00 shall not apply to the teacher for the duration of a loan of service. They shall be replaced by the provisions relating to the duties, responsibilities and workload provided for the group of employees to which he or she shall belong within the organization.

5-20.03

With the exception of Chapter 8-0.00, the teacher shall maintain the rights and benefits he or she would enjoy under the agreement if he or she were actually in service.

5-20.04

Upon his or her return, the teacher shall be reinstated in his or her duties, subject to the provisions of the agreement.

5-21.00 PROGRESSIVE RETIREMENT PLAN

5-21.01

The progressive retirement plan is intended to enable a teacher to reduce his or her time worked for a period of one to five years. The teacher's time worked must not be less than 40% of the workweek or its equivalent within a school year.

5-21.02

Only a full-time teacher who is a member of one of the pension plans currently in force (CSSP, RREGOP or TPP) may benefit only once from the plan.

5-21.03

For the purposes of this article, "agreement" means the agreement mentioned in Appendix 35.

5-21.04

To be eligible for the progressive retirement plan, the teacher must verify with Retraite Québec that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.

The teacher shall sign the form required by Retraite Québec and shall forward a copy to the board.

5-21.05

A) The teacher who wishes to benefit from the progressive retirement plan must forward a written request to the board usually before April 1 preceding the school year during which the progressive retirement period shall begin.

B) The request must specify the period during which the teacher intends to benefit from the progressive retirement plan and the time he or she intends to work during each of the years concerned.

C) The teacher shall also forward to the board, at the same time as the request, an attestation from Retraite Québec confirming that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.

5-21.06

Approval of the request for the progressive retirement plan shall be the exclusive responsibility of the board; however, should the request be refused, the board shall provide, at the teacher's request, the reasons for its refusal.

5-21.07

Subject to clause 5-21.01, the board may modify for a year covered by the agreement the proportion of time worked to take into account the organization of the school or the instruction; in this case, the proportion of time worked shall be that closest to the proportion of time worked provided for in the agreement or agreed to between the board and the teacher.

For the duration of the agreement, the board shall distribute the teacher's workload while taking into account the percentage of time worked; the distribution may be weekly, cyclical, monthly or other.

5-21.08

The teacher shall be entitled to a percentage of salary equal to the percentage of the workload that he or she assumes in relation to a full-time teacher's workload.

The same applies to supplements, premiums for regional disparities and special leaves.

5-21.09

The other monetary benefits such as those resulting from insurance plans and parental rights shall be proportional to the salary paid.

5-21.10

The teacher may use the redeemable sick-leave days to his or her credit on December 31, 1973 prescribed in subclause d) of clause 5-10.30, at a rate of one day per day, to reduce the number of workdays immediately preceding the expiry of the agreement.

5-21.11

During the progressive retirement period, the pensionable salary for the years covered by the agreement for the purpose of the pension plans (CSSP, RREGOP and TPP) is the salary the teacher would have received or, for a period during which he or she received benefits under the salary insurance plan, to which he or she would have been entitled had he or she not availed himself or herself of the plan.

5-21.12

The period covered by the agreement shall count as a period of service for purposes of the pension plans (CSSP, RREGOP and TPP).

5-21.13

For the term of the agreement, the teacher and the board must pay their share of the pension plan contributions on the basis of the applicable salary as if the teacher had not availed himself of herself of the progressive retirement plan.

5-21.14

For the term of the agreement, the teacher shall accumulate seniority and experience as if he or she had not availed himself or herself of the progressive retirement plan.

5-21.15

The fact that a teacher is placed on availability shall not affect the percentage of time worked prescribed in the agreement subject to the following: the time worked shall continue to apply as if the placement on availability had not taken place, if it does not exceed the percentage of salary determined under clause 5-3.22; if it exceeds that percentage of salary, it shall be brought automatically to that percentage of salary, unless there is an agreement to the contrary between the board and the teacher concerned.

In the case of a placement on availability, the teacher's contributions to his or her pension plan shall be those prescribed by law for the person placed on availability.

5-21.16

A teacher shall be entitled to all of the benefits of the collective agreement that are compatible with the provisions of this article and the agreement.

5-21.17

Should the teacher not be entitled to his or her pension upon the expiry of the agreement or should the latter be interrupted due to circumstances stipulated by regulation, the agreement shall be extended to the date on which the teacher will be entitled to his or her pension even if the period exceeds five years.

Any changes in the dates set for the beginning and end of the agreement must have the prior approval of Retraite Québec.

5-21.18

A) In the event of the retirement, resignation, breach of contract, dismissal, nonreengagement, death of the teacher or, where applicable, upon the expiry of the extension agreed to under clause 5-21.17, the agreement shall terminate on the date on which the event occurs.

B) The agreement shall also terminate if the teacher is relocated to another employer as a result of the application of the provisions of the agreement, unless the new employer agrees to continue the agreement according to the terms and conditions it determines, and provided that such continuation meets the approval of Retraite Québec.

C) For the purposes specified by regulation:

1) The agreement becomes null if the teacher voluntarily ceases to participate in the progressive retirement plan during the first year of the agreement.

2) The agreement terminates:

- if the teacher voluntarily ceases to participate in the progressive retirement plan more than one year after the date set for the beginning of the agreement;

- if the teacher and the board decide jointly to terminate the agreement more than one year after the date set for the beginning of the agreement.

D) If the agreement becomes null or terminates due to circumstances mentioned previously or stipulated by regulation, the pensionable salary, the credited service and the contributions shall be determined, for each of these circumstances, in the manner stipulated in the regulation.

5-21.19

Upon the expiry of the agreement, the teacher shall resign automatically and shall retire.

5-21.20

The board and the teacher shall sign, where applicable, the agreement stipulating the terms and conditions concerning the progressive retirement plan.

CHAPTER 6-0.00 REMUNERATION OF TEACHERS

6-1.00 EVALUATION OF SCHOOLING

6-1.01

Within 30 days of the date of the coming into force of the agreement, the Association shall accredit a representative to the Ministère. Thereafter, and for the entire term of the agreement, an Association representative must be accredited to the Ministère.

6-1.02

A) The Minister shall draft rules for the application of Regulation No. 4[1] of the Minister for all rules not already explicitly prescribed in the *Manuel d'évaluation de la scolarité* in effect on the date of the coming into force of the agreement.

B) The Minister shall also draw up draft amendments to the rules already in existence.

C) These drafts, including the draft amendments to the rules already in existence, shall be submitted for consultation to the accredited representative, if there is one.

D) Should the accredited representative feel that he or she has recommendations to make, he or she may make them to the Minister within 30 days (excluding the months of July and August) of the receipt of those drafts.

E) After this time limit, the Minister shall decide on rules for the application of Regulation No 4[1] of the Minister, which rules become an integral part of the *Manuel d'évaluation de la scolarité* and shall then be recognized as part of it as of the date of the coming into force of the agreement. (See Appendix 14.)

F) The Minister shall provide technical support (consultation and advice) to school boards to facilitate the application of the rules prescribed in the *Manuel d'évaluation de la scolarité*. Among other things, the service shall ensure the training of the personnel responsible for this file in the school boards.

Lastly, the Minister shall forward to the school boards and unions any addition or amendment to the existing rules.

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[1] The Regulation respecting the criteria for evaluating years of schooling as a factor in establishing the qualifications of teaching personnel (R.R.Q., c. C-60, r. 4), in effect on December 13, 2006.

6-1.03

The board shall decide[1] on the evaluation of every teacher's schooling in complete years according to the *Manuel d'évaluation de la scolarité* in force on the date of the coming into force of the agreement. The decision shall appear on the official attestation of the status of the teacher's schooling which shall be issued by the board and signed by its representative. The decision shall also apply to the fractions of years of schooling, if any. The board need not issue a new attestation if, following a new evaluation of a teacher's schooling, the new evaluation does not involve a change in the complete years of his or her schooling. In this case, the board shall so inform the said teacher in writing. A copy of the notice shall also be forwarded to the union.

However, the board shall issue an official attestation of schooling to the teacher:

- when the teacher who so requests it maintains that such new evaluation of schooling involves a change in the complete years of his or her schooling;

- when a modified rule is added to the *Manuel d'évaluation de la scolarité* and such rule results in a change in the teacher's schooling.

6-1.04

In order to decide on the evaluation of a teacher's schooling, the board shall take into account the transcripts of marks, reports, certificates, degrees, diplomas and official documents within the meaning of the rules of the *Manuel d'évaluation de la scolarité* which it has on hand concerning this teacher. The board shall also decide on the evaluation each time it has on hand, in accordance with article 6-3.00, new transcripts of marks, reports, certificates, degrees, diplomas and official documents within the meaning of the rules of the *Manuel d'évaluation de la scolarité* concerning the teacher.

6-1.05

The board shall forward to every teacher the official attestation of the status of his or her schooling; a copy shall also be forwarded to the union.

The board shall also forward to the teacher who so requests in writing the list of every document which it has on hand concerning the teacher and which is not recognized for purposes of evaluating his or her schooling.

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[1] Any decision of the board concerning the evaluation of schooling made pursuant to article 6-1.00, 6-2.00 or 6-3.00 shall comply with the *Manuel d'évaluation de la scolarité* and shall fall under the Regulation respecting the criteria for evaluating years of schooling as a factor in establishing the qualifications of teaching personnel (R.R.Q., c. C-60, r. 4) in effect on December 13, 2006 adopted under the Act respecting the Conseil supérieur de l'éducation (CQLR, chapter C-60) and of which the Minister is responsible for its application.

6-1.06

Within 60 days (excluding the months of July and August) after the teacher receives the official attestation of the status of his or her schooling, he or she may submit a written request for revision to the Revision Committee. Such a request for revision may also be submitted by the union within the same time limits. A copy of the request shall be forwarded to the member designated by the Association.

The board shall also be informed of the revision request so that it may forward to the committee any information required under clause 6-1.04.

The Revision Committee shall be considered as validly possessing the requests for revision submitted in accordance with former collective agreements and for which no decision has been rendered by the committee.

In the case where the Revision Committee decides to apply in a strict manner the time limit prescribed in this clause contrary to past practice, it must notify the Association in writing of its intention.

6-1.07

A) The Revision Committee consists of three members, two of whom shall be designated as follows:

- one member designated by the Association;

- one member designated jointly by the Ministère and the Fédération.

The two designated members shall choose the other member who shall automatically become chairperson of the committee.

B) However, the Association must appoint at least one substitute for its designated member. The Ministère and the Fédération must also jointly appoint at least one substitute for their designated member. The substitutes may be present at the committee meetings but have no power of decision. Nevertheless, if a designated member does not attend a meeting of the committee and if his or her substitute is present, the substitute shall become the designated member for the purpose of the meeting.

6-1.08

The committee shall analyze whether the decision on the official attestation concerning the evaluation of the teacher's schooling conforms to the *Manuel d'évaluation de la scolarité*. To do this, it shall take into account the documents listed on the attestation and kept at the board in the file on the evaluation of schooling of the teacher concerned. Should the committee ascertain during its analysis that a document mentioned in clause 6-1.04 does not appear on the attestation, it shall then proceed with the evaluation of the document.

6-1.09

The committee shall be bound by the *Manuel d'évaluation de la scolarité*. It cannot, by its decision, modify, subtract from or add to the rules included in the *Manuel*.

The committee may include with its decision a recommendation to the Minister in the case where the request for revision may be the subject of an evaluation of "special qualifications" or a "special decision" concerning an evaluation rule which appears in the *Manuel d'évaluation de la scolarité*. Such a recommendation shall not constitute a decision within the meaning of clause 6-1.10 and shall bind the Ministère, the union, the board and the teacher only if the Minister implements the recommendation.

6-1.10

The decision of the committee shall be final and shall bind the teacher, the union, the board and the Minister. It must be forwarded to the teacher concerned, the union, the board and the Ministère.

6-1.11

If the decision of the committee or the decision of the Minister resulting from a recommendation of the committee as provided for in clause 6-1.09 involves a change in the evaluation of the teacher's schooling in complete years, the board must forward to the teacher, within 60 days of the said decision, a new official attestation of the status of his or her schooling with a copy to the union. If the decision of the Minister concurs with the committee's recommendation and if this decision does not entail a change in the evaluation of the teacher's schooling in complete years, the Ministère shall so advise the Revision Committee and the teacher concerned in writing.

If the decision of the Revision Committee provided for in clause 6-1.07 of the 2010-2015 agreement involves a change in the evaluation of a teacher's schooling, the board must forward to the teacher, if it has not already done so, a new official attestation of the status of his or her schooling, with a copy to the union.

6-1.12

The chairperson of the committee shall set the time, date and place of the committee meetings and shall so notify the two designated members in writing. It shall also be the chairperson's duty to prepare the roll of the requests for revision.

6-1.13

The committee members may validly sit in the following cases:

a) the two designated members may sit in the absence of the chairperson and without any notice of meeting;

b) the three members may sit with or without notice of meeting;

c) the chairperson and one designated member may sit in the absence of the other designated member if the absent member has been notified of the meeting in accordance with clause 6-1.12.

6-1.14

In the cases stipulated in subparagraphs a) and b) of clause 6-1.13, should the two designated members of the committee concur in a decision and sign it, this decision shall constitute that of the committee.

6-1.15

In the cases stipulated in subparagraphs b) and c) of clause 6-1.13, should the two designated members of the committee not concur in a decision, every decision signed by the chairperson and one designated member constitutes the decision of the committee. However, the designated member who disagrees may sign as dissident.

6-1.16

The fees and expenses of a designated member of the committee shall be borne by those who designated him or her. The fees and expenses of the chairperson shall be borne by the Ministère.

6-1.17

The mandate of the committee and its members shall be for the term of the agreement. In the event of the resignation, death or inability to act of a member of the committee, his or her successor shall be designated or chosen in the same manner as the member he or she replaces.

6-1.18

If a member of the committee has not been designated within 60 days of the date of the coming into force of the agreement or within 30 days of the resignation, death or inability to act of a designated member, the member shall be designated by the chief arbitrator.

If the chairperson of the committee has not been chosen within 60 days of the date of the coming into force of the agreement or within 60 days of the resignation, death or inability to act of the chairperson, the chairperson shall be appointed by the chief arbitrator.

6-1.19

Subject to the provisions of clauses 6-1.06 to 6-1.11 and to the provisions regarding amendments to the rules of the *Manuel d'évaluation de la scolarité*, nothing in this article 6-1.00 must be interpreted as invalidating the official attestation of the status of a teacher's schooling issued by the Minister since August 1971 or by a board[1] since July 1, 1995.

6-1.20

The teacher, the board, the union, the Association, the Fédération and the Ministère shall expressly renounce any contestation, before an arbitrator or before any authority whatsoever, of any decision included in the *Manuel d'évaluation de la scolarité*, any decision of the Minister or a board[1] appearing on the official attestation, as well as any decision of the committee. These renunciations concerning any decision of the Minister or a board[1] appearing on the official attestation shall not have the effect of annulling the provisions of this article dealing with a request for revision.

6-1.21

The *Manuel d'évaluation de la scolarité* is that prepared by the Ministère.

6-1.22

A) Within 60 days of the date of the coming into force of the agreement, an advisory committee shall be set up, the mandate of which shall be to study and to make recommendations to the Minister regarding any complaint or suggestion pertaining to an evaluation rule contained in the *Manuel d'évaluation de la scolarité*.

B) The committee consists of the following members:

- a member designated by the Association;
- a member designated by the Ministère;
- a chairperson designated by the two aforementioned parties.

C) A complaint or suggestion shall only be admissible if it is drawn up by the member designated by the Association.

D) Every unanimous recommendation of the committee dealing with an evaluation rule must entail a corresponding amendment to the *Manuel d'évaluation de la scolarité*.

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[1] Within the meaning of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2)

E) Moreover, the Ministère and the Association may appoint a substitute for their designated member. The substitutes may attend the committee meetings but shall not have the right to vote.

F) Nevertheless, if a designated member is not present at a committee meeting, his or her substitute shall then become the designated member for the purposes of that meeting.

G) The committee shall establish its own rules of operation.

H) The fees and expenses of a designated member of the committee shall be borne by those who designated him or her. The fees and expenses of the chairperson shall be borne by the Ministère.

6-2.00 CLASSIFICATION

6-2.01

The evaluation of schooling in complete years as decided in clause 6-1.03 or 6-1.11 shall determine the applicable rate[1], if any, as well as the salary scale granted to every teacher in the following manner:

There shall be classified in the single salary scale, every teacher who:

- has 17 years of schooling or less;

- has 18 years of schooling;

- has 19 years of schooling or more without a doctorate;

- has 19 years of schooling or more with a doctorate.

This clause shall be used for definitive classification. The definitive classification shall be based on the official attestation of the status of the teacher's schooling in complete years.

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[1] For the purpose of applying subclause B) of clause 6-7.02, the applicable rates are: 16 years or less (every teacher who has 16 years of schooling or less), 17 years (every teacher who has 17 years of schooling), 18 years (every teacher who has 18 years of schooling), 19 years (every teacher who has 19 years or more of schooling).

The board shall recognize for every teacher it hires the official attestation of schooling issued by the Minister or by a board[1].

6-2.02

Every teacher who has not already done so must provide the board with the transcripts of marks, reports, certificates, degrees, diplomas and official documents within the meaning of the rules of the *Manuel d'évaluation de la scolarité* necessary for the evaluation of his or her years of schooling. These documents must be certified true by the representative of the organization from which they originate. The board shall acknowledge receipt to the teacher.

6-2.03

For every teacher to whom the Minister or a board[1] has not issued an official attestation of the status of his or her schooling, the board shall provisionally establish:

a) according to the *Manuel d'évaluation de la scolarité* of the Minister, the salary scale in which his or her transcripts of marks, reports, certificates, degrees, diplomas and official documents within the meaning of the rules of the *Manuel d'évaluation de la scolarité* would permit him or her to be classified under clause 6-2.01;

b) according to the Regulation No. 4[2] of the Minister, the salary scale in which his or her transcripts of marks, reports, certificates, degrees, diplomas and official documents within the meaning of the rules of the *Manuel d'évaluation de la scolarité* would permit him or her to be classified under clause 6-2.01 if these documents cannot be clearly identified with evaluations prescribed in the *Manuel d'évaluation de la scolarité* of the Minister.

The board alone shall determine a teacher's provisional salary scale within 30 days of the receipt of the documents. However, the board shall not claim any money as a result of a decision to decrease the provisional classification for the period preceding the first day of the month following the date on which the teacher received the notice of change.

6-2.04

Every year, before or with the first installment of the teacher's salary, the board shall inform him or her of the classification and salary scale that it recognizes for him or her.

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1 Within the meaning of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2)

2 The Regulation respecting the criteria for evaluating years of schooling as a factor in establishing the qualifications of teaching personnel (R.R.Q., c. C-60, r. 4), in effect on December 13, 2006.

6-2.05

Within 15 days of the decision concerning the provisional classification under clause 6-2.03, the board shall forward a copy of the provisional classification file to the union.

6-2.06

If the union disagrees with the provisional classification of a teacher, as determined by the board under clause 6-2.03, it shall make comments to the board which it deems relevant.

The board shall inform the teacher and the union whether or not it decides to change the teacher's provisional classification as a result of the union's comments.

6-2.07

Except in the cases prescribed in article 6-3.00, every definitive classification made under clause 6-2.01 shall have a retroactive effect to the date of entry into service for the school year during which a teacher provided the board with the documents necessary for the request for the evaluation of his or her years of schooling. For the purposes of the agreement, the definitive classification may have no effect prior to April 1, 2015 (Appendix 15).

The salary readjustment and the payment of retroactivity, if any, following the definitive classification shall be made on the first payday of the month following the date on which the teacher received the official attestation of the status of his or her schooling. However, the board shall not claim any money as a result of the application of the official attestation of the status of his or her schooling for the period prior to the first day of the month following the date on which the teacher received the official attestation of the status of his or her schooling.

6-3.00 RECLASSIFICATION

6-3.01

A) Reclassification of teachers shall take place once yearly.

B) The teacher who wishes to be reclassified must provide the board either with the documents mentioned in clause 6-2.02 or with a copy of the request for these documents made by the teacher to the institution responsible for issuing them.

C) The board shall then proceed, if need be, with the provisional reclassification of the teacher in accordance with the provisions of subparagraph a) of clause 6-2.03 within 30 days of the date on which it received a complete request to this effect.

D) If need be, the salary readjustment resulting from provisional reclassification shall be retroactive to the middle (101st day) of the current work year:

- if, on January 31 of the said current school year, the teacher had completed the studies required for a new evaluation of his or her years of schooling,

  and

- if he or she provided before April 1 of the said current school year the documents required under subclause B) of this clause.

E) If the union disagrees with the provisional reclassification of a teacher, as established by the board in accordance with subparagraph a) of clause 6-2.03, it shall make comments to the board which it deems relevant.

F) The board shall inform the teacher and the union whether or not it decides to change a teacher's provisional reclassification as a result of the union's comments.

G) If the board refuses to proceed with a provisional reclassification, it must, at the union's request, evaluate the schooling of the teacher concerned under clause 6-1.03.

6-3.02

Within 60 days of the date on which the board received the complete request, it shall forward to the union a copy of this teacher's provisional reclassification file.

6-3.03

A) Following a new evaluation of a teacher's schooling as decided in clause 6-1.03 or 6-1.11, the board shall proceed with the reclassification, if need be, in accordance with clause 6-2.01.

B) A teacher who is reclassified to 17 years shall be entitled to an advancement of two steps on the single salary scale without exceeding step 17. A teacher who is reclassified to 16 years or less shall not be entitled to any accelerated advancement in step.

C) A teacher who is reclassified to 18 or 19 years shall be granted the step corresponding to his or her experience recognized under article 6-4.00 of the agreement without exceeding step 17 of the single salary scale and shall be entitled to an advancement of two steps per year of additional schooling.

D) A teacher who is reclassified to 19 years or more with a doctorate shall be granted the step corresponding to his or her experience recognized under article 6-4.00 of the agreement without exceeding step 17 of the salary scale and shall be entitled to an advancement of two steps per year of additional schooling up to eight steps.

E) The salary readjustment, if need be, resulting from the reclassification shall be retroactive to the time stipulated for the provisional reclassification as specified in subclause D) of clause 6-3.01.

F) Where applicable, the payment of retroactivity resulting from the reclassification shall be made on the first payday of the month following the date on which the teacher received the official attestation of the status of his or her schooling, taking into account the amounts already paid as a result of the provisional reclassification.

G) If the decision following the evaluation of a teacher's schooling provided for in subclause A) of this clause invalidates the provisional reclassification established by the board, the board shall not claim any money as a result of the application of the official attestation of the status of schooling for the period included between the date on which this provisional reclassification took effect and the first day of the month following the date on which the teacher received the official attestation of the status of his or her schooling.

6-4.00 RECOGNITION OF YEARS OF EXPERIENCE

6-4.01

A) For every teacher in its employ on July 1, 2015, the board shall recognize the years of experience and experience step which it recognized for him or her for the 2014-2015 school year, which are readjusted to take into account the 2014-2015 school year by applying article 6-4.00 of the 2010-2015 agreement.

B) For every teacher in its employ on July 1, 2015, the board shall evaluate the years of experience acquired after the 2014-2015 school year in accordance with clauses 6-4.02 to 6-4.08 of the agreement and, where applicable, shall revise his or her step accordingly.

C) The board shall evaluate, under clauses 6-4.02 to 6-4.08 of the agreement, all the years of experience of every teacher engaged as of July 1, 2015.

D) Notwithstanding the foregoing, the experience acquired in 1982-1983 shall not allow for any advancement in step.

6-4.02

As of the 2016-2017 school year, a school year, during which a full-time teacher taught or performed a pedagogical or educational function[1] for a minimum of 155 days[2] in a Québec educational institution recognized by the Ministère or in a teaching institution under government authority outside Québec, shall be recognized as a year of experience. However, the school year during which a full-time teacher or a teacher under annual contract taught or performed a pedagogical or educational function[1] for a minimum of 90 days only because of circumstances beyond his or her control or a parental leave under article 5-13.00 shall be recognized as a year of experience; only the days of leave prescribed in clauses 5-13.05, 5-13.13, 5-13.14, 5-13.18, 5-13.19, 5-13.21, 5-13.22, 5-13.23 and 5-13.24 and those listed in the fourth paragraph of clause 5-13.28 for the duration stipulated therein shall be considered as days when the teacher teaches or performs a pedagogical or educational function[1].

For any period preceding the 2016-2017 school year, the provisions corresponding to the 2010-2015 agreement shall continue to apply.

6-4.03

Teaching time as a part-time teacher, a teacher-by-the-lesson or a casual supply teacher in a Québec educational institution recognized by the Ministère or in a teaching institution under government authority outside Québec shall be recognized and may be accumulated to constitute a year of experience, in which case the number of teaching days required to constitute a year of experience shall be equal to 90 days as a full-time teacher. However, a teacher may not begin to accumulate days to make up a new year of experience without having completed 135 days. (See Appendix 17.)

6-4.04

If a teacher must leave the service of the board for professional improvement activities in accordance with Chapter 7-0.00, the board shall recognize upon his or her return the same number of years of experience he or she would have had had he or she remained in the service of the board.

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1 The expression “pedagogical or educational function” means a pedagogical or educational function within the meaning of Regulation No. 9 (R.R.Q., c. I-14, r. 9) in effect on June 30, 1989 (Appendix 26).

2 When a secondary level teacher is granted a partial leave without salary equal to the release of one group of students and this leave does not lead to the accumulation of the 155 days required, the board shall also recognize one year of experience.

6-4.05

For a teacher-by-the-lesson and a casual supply teacher, the number of days of experience shall be calculated for each school year separately in the following manner:

a) For the casual supply teacher

Every half-day or day of substitution shall be calculated as such.

b) For the casual supply teacher and the teacher-by-the-lesson at the secondary level

$$\text{Number of days of experience} = \frac{\text{Total number of 45-to 60-min. periods}}{4}$$

For periods of more than 60 minutes

$$\text{Number of days of experience} = \frac{\text{Total number of periods of more than 60 minutes}}{3}$$

c) For the casual supply teacher and the teacher-by-the-lesson in preschool education and at the elementary level

$$\text{Number of days of experience} = \frac{\text{Total number of hours}}{4}$$

6-4.06

The practice of a trade or profession which is related to the function the teacher is to perform at the board may, at the time of his or her engagement, be considered as teaching experience according to the following conditions:

a) This practice was continuous and was the teacher's main occupation.

b) One year shall consist of 12 consecutive months but any period of continuous service equal to or greater than four months may be accumulated to constitute one or more years.

c) Each of the first 10 years thus spent shall be equal to one year of experience but, beyond these first 10 years, every block of two years thus spent shall be equal to one year of experience.

6-4.07

In no case shall more than one year of experience be recognized for any school year during which a teacher taught or performed another pedagogical function nor for any year during which a teacher practised a trade or profession related to the function that he or she is to perform at the board.

6-4.08

Additional years of experience shall be recognized for each year at the beginning of the work year. The full-time teacher must submit to the board, before November 1, the documents establishing that he or she has one or more additional years of experience, unless the documents originate from the board. The salary readjustment resulting from a change in the years of experience shall be retroactive to the beginning of the work year during which the teacher provided the documents establishing the additional year of experience. If the teacher provides the documents establishing the additional year of experience after October 31, he or she shall not receive a salary readjustment for the current school year, unless the responsibility for the delay can be attributed to the institution which provides him or her with the documents.

6-4.09

Every year, before or with the first installment of salary, the board shall inform the teacher of the number of years of experience and step that it recognizes for him or her.

6-5.00 SALARY AND SALARY SCALES

6-5.01

The teacher shall be entitled to the salary provided for in subclause A) of clause 6-5.02 and in clause 6-5.03 depending on the scale in which he or she is classified under articles 6-1.00, 6-2.00 and 6-3.00 and depending on the experience recognized under article 6-4.00.

The teacher shall also be entitled to additional remunerations in accordance with the provisions under subclause B) of clause 6-5.02.

The teacher's annual salary shall be valid for the entire school year, including workdays, paid legal holidays and vacation days.

6-5.02

A) Increase in the salary scale and rates

For the purposes of applying this chapter, the applicable salary scale and rates found in clauses 6-5.03, 6-7.02 and 6-7.03 take into account the increases prescribed in this subclause.

The salary scale and rates shall be increased, if need be, according to the following subparagraphs.

1) As of the 141st workday of the 2014-2015 school year

   The salary scale and rates in effect on the 140th workday of the 2014-2015 school year shall be maintained without increase.

2) As of the 141st workday of the 2015-2016 school year

The salary scale and rates in effect on the 140th workday of the 2015-2016 school year shall be increased, effective on the 141st workday of the 2015-2016 school year, by 1.5%.

3) As of the 141st workday of the 2016-2017 school year

The salary scale and rates in effect on the 140th workday of the 2016-2017 school year shall be increased, effective on the 141st workday of the 2016-2017 school year, by 1.75%.

4) As of the 141st workday of the 2017-2018 school year

The salary scale and rates in effect on the 140th workday of the 2017-2018 school year shall be increased, effective on the 141st workday of the 2017-2018 school year, by 2%.

5) As of the 142nd workday of the 2018-2019 school year

A new salary structure has been introduced through the implementation of salary relativity[1]. The salary rates and scale arising from this new salary structure shall come into effect on the 142nd workday of the 2018-2019 school year[2].

The teacher shall be integrated into the scale he or she was holding the day before said integration.

B) Additional remuneration[3]

1) As of the 141st workday of the 2014-2015 school year until the 140th workday of the 2015-2016 school year, the teacher who has worked a full (100%) workload shall be entitled to an additional remuneration of $547.89[4] for these 200 workdays.

2) As of the 141st workday of the 2018-2019 school year until the 140th workday of the 2019-2020 school year, the teacher who has worked a full (100%) workload shall be entitled to an additional remuneration of $292.21[4] for these 200 workdays.

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1 The new salary structure applicable to teachers can be found in Appendix 44 of the agreement.

2 The applicable annual salary rates and scale shall be integrated into clause 6-5.03, into subclauses A) and B) of clause 6-7.02, into subclauses A) and C) of clause 6-7.03, into subclause A) of clause 11-2.02 and into subclause A) of clause 13-2.02.

3 Are also considered paid hours those hours for which a teacher receives maternity, paternity or adoption benefits, parental leave benefits, treatment insurance benefits including those paid by the CNESST, by Indemnisation des victimes d'actes criminels (IVAC), and by the SAAQ as well as those paid by the board in the event of employment injuries, if applicable.

4 The teacher under full-time or part-time contract whose workload is lower or higher than 100% shall be entitled to an additional remuneration proportional to the task effectively worked.

6-5.03 ANNUAL SALARY SCALE

Single[1] scale[2]

Steps[3]	As of the 141st workday of the 2014-2015 school year	As of the 141st workday of the 2015-2016 school year	As of the 141st workday of the 2016-2017 school year	As of the 141st workday of the 2017-2018 school year	As of the 142nd workday of the 2018-2019 school year
1	39 291	39 880	40 578	41 390	42 431
2	40 961	41 575	42 303	43 149	44 235
3	42 703	43 344	44 103	44 985	46 115
4	44 517	45 185	45 976	46 896	48 074
5	46 411	47 107	47 931	48 890	50 118
6	48 383	49 109	49 968	50 967	52 248
7	50 439	51 196	52 092	53 134	54 468
8	52 585	53 374	54 308	55 394	56 783
9	54 820	55 642	56 616	57 748	59 196
10	57 151	58 008	59 023	60 203	61 712
11	59 581	60 475	61 533	62 764	64 335
12	62 114	63 046	64 149	65 432	67 069
13	64 753	65 724	66 874	68 211	69 920
14	67 506	68 519	69 718	71 112	72 891
15	70 375	71 431	72 681	74 135	75 989
16	73 366	74 466	75 769	77 284	79 218
17	76 486	77 633	78 992	80 572	82 585

The teacher shall be granted the step corresponding to his or her experience, plus:

- 2 steps if his or her schooling is evaluated at 17 years;
- 4 steps if his or her schooling is evaluated at 18 years;
- 6 steps if his or her schooling is evaluated at 19 years or more without a doctorate;
- 8 steps if his or her schooling is evaluated at 19 years or more with a doctorate.

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1 As defined in clause 1-1.16.

2 Reference: 6-2.01.

3 As defined in clause 1-1.17.

6-6.00 Annual supplements[1]

6-6.01

The teacher who is appointed head teacher in a building at the disposal of a school, in accordance with clause 1-1.39, shall receive the following for his or her additional responsibilities:

- an annual supplement of $1 490 as of the 141st workday of the 2014-2015 school year;
- an annual supplement of $1 512 as of the 141st workday of the 2015-2016 school year;
- an annual supplement of $1 538 as of the 141st workday of the 2016-2017 school year;
- an annual supplement of $1 569 as of the 141st workday of the 2017-2018 school year;
- an annual supplement of $1 600 as of the 142nd workday of the 2018-2019[2] school year.

The teacher to whom the board expressly assigns additional responsibilities to assist the principal in a school which has only one building at its disposal and which does not have a vice-principal shall also receive the annual supplement for these additional responsibilities.

6-7.00 PART-TIME TEACHER, TEACHER-BY-THE-LESSON AND SUPPLY TEACHER

6-7.01

A part-time teacher shall be entitled to a percentage of salary equal to the percentage of the workload he or she assumes in relation to the workload of a full-time teacher.

The same shall hold true for premiums for regional disparities and special leaves.

6-7.02

A) For each period of the 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019 school years, a teacher-by-the-lesson shall be remunerated on the basis of the applicable hourly rates corresponding to his or her recognized schooling.

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1 Clause 6-5.02 applies with the necessary changes.

2 Transitional provision as provided for in article 8 of Section 2 of Appendix 44.

B) A teacher-by-the-lesson shall be remunerated on the basis of the hourly rates set hereinafter:

Rates / Periods concerned	16 years or less	17 years	18 years	19 years or more
As of the 141st workday of the 2014-2015 school year	$51.28	$56.94	$61.65	$67.21
As of the 141st workday of the 2015-2016 school year	$52.05	$57.79	$62.57	$68.22
As of the 141st workday of the 2016-2017 school year	$52.96	$58.80	$63.66	$69.41
As of the 141st workday of the 2017-2018 school year	$54.02	$59.98	$64.93	$70.80
As of the 142nd workday of the 2018-2019 school year	$55.38	$61.49	$66.55	$72.57

C) These rates are for 45 to 60 minutes of teaching and the teacher-by-the-lesson whose periods are of a shorter duration than 45 minutes or of a longer duration than 60 minutes shall be remunerated as follows: for every period less than 45 minutes or greater than 60 minutes, the rate shall be equal to the number of minutes divided by 45 and multiplied by the hourly rate prescribed above for his or her recognized schooling.

Even though these rates are only paid for work performed, they shall include payment for work performed and for the same paid legal holidays as those of regular teachers.

D) A teacher-by-the-lesson shall not be entitled to any benefits except for those specifically prescribed in the agreement.

E) A teacher called upon to give summer courses (outside the work year) within the framework of special remedial or makeup courses offered to students at the elementary and secondary levels shall be remunerated on the basis of the rates prescribed for the teacher-by-the-lesson.

F) Additional remuneration

1) As of the 141st workday of the 2014-2015 school year until the 140th workday of the 2015-2016 school year, the teacher-by-the-lesson shall be entitled to an additional remuneration of $0.68 per paid hour.

2) As of the 141st workday of the 2018-2019 school year until the 140th workday of the 2019-2020 school year, the teacher-by-the-lesson shall be entitled to an additional remuneration of $0.37 per paid hour.

6-7.03

A) A casual supply teacher shall be remunerated in the following manner:

Replacement time in one day / Periods concerned	60 minutes or less	Between 61 minutes and 150 minutes[1]	Between 151 minutes and 210 minutes[2]	More than 210 minutes[3]
As of the 141st workday of the 2014-2015 school year	$39.28	$98.20	$137.48	$196.40
As of the 141st workday of the 2015-2016 school year	$39.87	$99.68	$139.55	$199.35
As of the 141st workday of the 2016-2017 school year	$40.57	$101.43	$142.00	$202.85
As of the 141st workday of the 2017-2018 school year	$41.38	$103.45	$144.83	$206.90
As of the 142nd workday of the 2018-2019 school year	$42.43	$106.08	$148.51	$212.15

B) Notwithstanding the foregoing, a casual supply teacher at the secondary level who is assigned periods of more than 60 minutes shall be remunerated according to a rate by the period calculated in the following manner:

$$\frac{\text{rate prescribed for 60 minutes or less}}{50} \times \text{Number of minutes of period concerned}$$

A casual supply teacher shall be remunerated according to the rate prescribed for more than 210 minutes if he or she is assigned three periods or more of more than 60 minutes each in the same day.

C) A casual supply teacher shall receive a minimum of:

- as of the 141st workday of the 2014-2015 school year: $39.28 per day
- as of the 141st workday of the 2015-2016 school year: $39.87 per day

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1 The rates for the duration of this replacement shall be obtained by multiplying the rate for 60 minutes or less by 2.5.

2 The rates for the duration of this replacement shall be obtained by multiplying the rate for 60 minutes or less by 3.5.

3 The rates of the duration of this replacement shall be obtained by multiplying the rates for 60 minutes or less by 5.

- as of the 141st workday of the 2016-2017 school year: $40.57 per day

- as of the 141st workday of the 2017-2018 school year: $41.38 per day

- as of the 142nd workday of the 2018-2019 school year: $42.43 per day

Whenever he or she reports to school to work as a supply teacher at the request of the board or the competent authority.

If he or she substitutes at the secondary level, the casual supply teacher may not be required to do more than five periods of 45 to 60 minutes per day.

D) However, if a full-time or part-time teacher is absent for more than 20 consecutive workdays, the board shall pay the casual supply teacher who replaces the teacher during the 20 days the salary he or she would receive if he or she were a full-time teacher or part-time teacher, as the case may be. The salary that he or she would receive shall be based on the salary scale as established by the board at the beginning of the year or, where applicable, the middle (the 101st day) of the current work year and the experience step acquired as of the first workday of the current work year, and shall be paid at a rate of 1/200 of the annual salary for each day thus worked. In this case, the salary shall be payable from the first day of substitution and the supply teacher must provide, without delay, the documents which will be used to establish his or her salary. Any absence of the casual supply teacher for a total of three days or less during the accumulation of the 20 consecutive days of substitution shall not interrupt this accumulation.

E) A casual supply teacher shall not be entitled to any of the benefits except for those specifically prescribed in the agreement and shall not be bound by any obligation other than that of carrying out the task assigned to him or her by the board.

F) Additional remuneration

1) As of the 141st workday of the 2014-2015 school year until the 140th workday of the 2015-2016 school year, the casual supply teacher shall be entitled to an additional remuneration of:

Replacement time			
60 minutes or less	**Between 61 and 150 minutes**	**Between 151 and 210 minutes**	**More than 210 minutes**
$0.55	$1.38	$1.93	$2.75

2) As of the 141st workday of the 2018-2019 school year until the 140th workday of the 2019-2020 school year, the casual supply teacher shall be entitled to an additional remuneration of:

Replacement time			
60 minutes or less	**Between 61 and 150 minutes**	**Between 151 and 210 minutes**	**More than 210 minutes**
$0.29	$0.73	$1.02	$1.45

6-8.00 MISCELLANEOUS PROVISIONS CONCERNING REMUNERATION

6-8.01

A teacher shall receive the annual salary prescribed in article 6-5.00, as well as the supplements prescribed in article 6-6.00 and the premiums for regional disparities prescribed in Chapter 12-0.00, if any, in 26 installments, according to the following terms and conditions:

a) As of the beginning of the work year, a teacher shall receive, on every second Thursday, 1/26 of the applicable annual amounts in salary, supplements and premiums on the first workday of the pay period[1] concerned.

b) Notwithstanding subparagraph a), the 26th installment in a work year must be adjusted so that the teacher receives, for the work year, 1/200 of his or her applicable annual salary, supplements and premiums, if any, per day worked.

c) Notwithstanding subparagraph a), the teacher who leaves the service of the board shall receive, upon his or her departure, the remainder of his or her salary including the applicable supplements and premiums owing to him or her.

Under this clause, a teacher shall not receive an amount to which he or she is not entitled under another provision of the agreement.

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[1] For those amounts due after the end of the work year, the applicable annual amounts are those in effect on the last day of the work year.

6-8.02

For the regular teacher who carries out substitution in addition to his or her workload, the remuneration provided for the substitution for every period of 45 to 60 minutes shall be equal to 1/1000 of the annual salary. For every period less than 45 minutes or greater than 60 minutes, the compensation shall be equal to the number of minutes divided by 45 and multiplied by 1/1000 of the annual salary.

6-8.03

The teacher who enters the service of the board after the beginning of the work year or who leaves the service of the board before the end of the work year shall have his or her salary including the supplements and premiums for regional disparities, if any, calculated at a rate of 1/200 of the applicable annual salary per day thus worked.

6-8.04

The board shall deduct 1/200 per workday (read 1/400 per half workday and read 1/1000 for every 45- to 60-minute period) of the teacher's applicable annual salary including the supplements and premiums for regional disparities, if any, in the following cases:

a) authorized absences without salary for a duration of less than one work year;

b) unauthorized absences or absences used for purposes other than those authorized.

The board and the union may negotiate a local arrangement on salary deduction in case of absence.

6-9.00 PAYMENT OF SALARY AND OTHER AMOUNTS OWING UNDER THE AGREEMENT

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

CHAPTER 7-0.00 PROFESSIONAL IMPROVEMENT SYSTEM

7-1.00 AMOUNTS ALLOCATED

7-1.01

A) For purposes of calculating the amounts allocated under this article and for every school year, the board shall have $240 available per full-time teacher, excluding teachers on availability, in the service of the board on October 15 and covered by this article.

The terms and conditions for using the amounts allocated shall be determined under article 7-3.00, taking into account that a portion of these amounts must be devoted to professional improvement related to special education.

B) The total annual amount the board shall have available must include all expenses for professional improvement paid under the 2010-2015 agreement as well as under this agreement.

The amounts resulting from the application of article 5-10.00 of the 2010-2015 agreement and article 5-10.00 of this agreement shall not be deducted from the annual total amount.

C) The amounts available for one year and not used or committed shall be added to the amounts available for the following school year.

D) If two or more boards decide, with the consent of the union(s) concerned, to group together for the purpose of administering the professional improvement system, the total annual sum available shall equal the sum of the annual amounts provided for each of the boards. The use of these amounts need not then take into account the percentage share of each participating board.

7-2.00 REMOTE REGIONS (PROTOCOL)

7-2.01

In order to facilitate the professional improvement of the teachers in the board, the Minister shall provide, every school year, an amount of $21 500.

The amounts available one year and not used or committed shall be added to the amounts available for the following school year.

7-3.00 PROFESSIONAL IMPROVEMENT (SUBJECT TO THE AMOUNTS ALLOCATED AND THE PROVINCIAL PROFESSIONAL IMPROVEMENT PROGRAMS)

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

CHAPTER 8-0.00 TEACHER'S WORKLOAD AND ITS ORGANIZATION

8-1.00 GENERAL PRINCIPLES

8-1.01

The conditions for exercising the profession of teaching must be such that the student may benefit from the quality of education which he or she is entitled to expect and which the board and the teachers have the obligation to provide to him or her.

8-1.02

The introduction of new pedagogical methods shall be a subject submitted to the participating body of teachers at the board level determined under Chapter 4-0.00.

8-1.03

The criteria governing the choice of textbooks from among the list of textbooks approved by the Minister, the instructional materials required for the teaching of the programs of study as well as their terms and conditions of implementation shall be subjects submitted to the participating body of teachers at the board level determined under Chapter 4-0.00.

The choice of textbooks and the instructional materials required for the teaching of the programs of study shall be subjects of consultation submitted to the participating body of teachers at the school level determined under Chapter 4-0.00.

8-1.04

The change in the report cards used by the board shall be a subject submitted to the participating body of teachers at the board level determined under Chapter 4-0.00.

8-1.05

It shall be the responsibility of the teacher to choose the appropriate method to prepare and present his or her courses within the guidelines of the authorized programs.

The examinations of the board shall be administered in accordance with its evaluation policy, which shall be a subject submitted to the participating body of teachers at the board level determined under Chapter 4-0.00.

8-1.06

The timetable shall be a subject of consultation submitted to the participating body of teachers at the board level determined under Chapter 4-0.00.

8-1.07

The pedagogical guides prepared by the Ministère are instruments made available to teachers for guidance.

8-1.08

The teacher shall commit to a continuous professional development process throughout his or her career. He or she shall initiate this process and present it to the school administration. This process shall draw in particular from the following three components:

- needs expressed by the teacher
- needs of the community
- needs of the board and ministerial orientations.

8-2.00 GENERAL DUTIES

8-2.01

The teacher shall provide learning and developmental activities to students and shall participate in the development of student life in the school, student activities[1] being an integral part of a teacher's duties.

In this context, the teacher's characteristic responsibilities are:

1) prepare and present courses within the guidelines of the authorized programs;

2) work together with the other teachers and professionals of the school in order to take the appropriate measures to meet the individual needs of students;

3) organize and supervise student activities and participate in them;

4) organize and supervise workplace internships;

5) be responsible for providing support (encadrement) to a group of students;

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[1] For the purposes of this chapter, "student activities" include:

- educational, cultural, recreational and tourist, sports, social and extracurricular activities, for example: awards days, Christmas parties, year-end dances, province-wide sports days, shows, conferences, plays, concerts, visits to companies or museums, organized trips, snow activities, outdoor activities and so on.

6) evaluate the performance and progress of students for whom he or she is responsible and report on them to the school administration and to parents according to the system in effect; the system shall be a subject submitted to the participating body of teachers determined under Chapter 4-0.00;

7) supervise the students for whom he or she is responsible as well as other students in his or her presence;

8) monitor the late arrivals and absences of his or her students and report them to the school administration according to the system in effect; the system shall be a subject submitted to the participating body of teachers determined under Chapter 4-0.00;

9) participate in meetings relating to his or her work;

10) perform other duties usually assigned to teaching personnel.

8-2.02 Student activities[1]

A) The Ministère, the Quebec Provincial Association of Teachers, the board and the teacher's union recognize the importance of organizing and implementing student activities in order to foster students' personal and social development; to this end, they agree to promote and foster student activities and to promote teachers' involvement in such activities.

B) Teachers' contribution to the organization and implementation of student activities is important to the success of such activities.

C) The nature of student activities and the circumstances surrounding their organization and implementation may require occasional modifications or additions to the workload (e.g. daily span, regular workweek, work schedule, workday, meal period).

D) Modifications that add to the workload shall be determined upon agreement with the school administration and the teacher in question.

E) When such modifications add to the workload, the administration shall ensure that such time is compensated for during other weeks of the year.

F) Once determined, the modifications shall apply to the entire school year.

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1 For the purposes of this chapter, "student activities" include:

- educational, cultural, recreational and tourist, sports, social and extracurricular activities, for example: awards days, Christmas parties, year-end dances, province-wide sports days, shows, conferences, plays, concerts, visits to companies or museums, organized trips, snow activities, outdoor activities and so on.

8-3.00 INTRODUCTION OF NEW PROGRAMS (PROTOCOL)

8-3.01

When the board introduces a new program, it shall provide students with learning materials and textbooks in sufficient quantity.

Moreover, the board shall ensure that the teachers have or will receive adequate training.

8-4.00 WORK YEAR

8-4.01

The teachers' work year shall comprise 200 workdays and, unless there is an agreement to the contrary between the board and the union, they shall be distributed between September 1 and the following June 30.

8-4.02 Distribution in the calendar year of the workdays within the work year excluding the determination of the number of workdays and period covered by the work year

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

8-5.00 REGULAR WORKWEEK

8-5.01

The regular workweek shall be five days from Monday to Friday and involve 32 hours of work at the school. However, the board or school administration may, for the 27 hours provided for in subparagraph 1) of subclause A) of clause 8-5.02, assign the teacher to a workplace other than the school. In addition, at the teacher’s request, the board or school administration may, for the five hours provided for in subparagraph 2) of subclause A) of clause 8-5.02, assign a teacher to a workplace other than the school.

8-5.02

A) The hours of the regular workweek shall include:

1) 27 work hours at the location assigned to each teacher by the board or school administration;

2) i) 5 hours to do the personal work provided for in the section on general duties, clause 8-2.01;

ii) these 5 hours shall include the students' break or recess time when it is between two periods[1] of workload assigned by the administration and for which no other workload is assigned.

iii) the time required for the 10 group meetings and the first three meetings with parents; should this time result in an extension to the regular workweek, subclause E) of this clause applies.

For the purposes of calculating the number of hours devoted to personal work, the time required for the 10 group meetings and the first three meetings with parents shall be considered personal work.

B) 1) The 27 hours provided for in subparagraph 1) of subclause A) do not include the time required for the 10 group meetings or the time required for the first three meetings with parents.

2) The school administration may request a teacher to exceed the 27 hours in order to carry out a duty specified in the general duties, but which time cannot exceed 2 hours and 30 minutes in a regular workweek, unless the school administration and the teacher agree. In all cases, the following terms and conditions apply:

i) exceeding the 27 hours shall be compensated during other weeks by an equivalent increase in the hours prescribed for carrying out work of a personal nature;

ii) the hours devoted annually to work of a personal nature must be respected;

iii) the hours devoted annually to the difference between the 27 hours of work and the workload must be respected;

iv) the 27 work hours cannot, under any circumstances, be exceeded due to a variation in the hours of the workload prescribed in subclause B) of clause 8-6.02;

v) the 32 hours of the regular workweek must be respected, subject to subclause E) of this clause (10 group meetings and the first three meetings with parents);

vi) subclause D) and subparagraphs 1) and 2) of subclause F) of this clause must be respected with the necessary changes.

C) Unless otherwise agreed by the board and the union, the 27 hours shall be worked at times set by the board or school administration for each teacher.

D) The 27 hours may be moved according to the following procedure:

1) if it is an occasional change, the notice given shall be sufficient to enable the teacher to report to work at the time in question;

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[1] The definition of period under clause 1-1.36 shall not apply.

2) if it is a permanent change, the teacher shall be consulted first and, failing agreement on the time of the change, notice shall be given at least five days in advance.

E) If the regular workweek is extended because of the 10 group meetings or the first three meetings with parents, the teacher shall be compensated by an equivalent reduction, for other weeks or other days, of the time provided for personal work under subparagraph 2) of subclause A). It shall be up to the teacher to determine the times for such reduction as provided for in subparagraph 2) of subclause F), as if it were an occasional change.

F) 1) It is up to the teacher to determine what work he or she does during the hours provided for in subparagraph 2) of subclause A), of the personal work provided for in the general duties specified in clause 8-2.01. It is also the teacher's responsibility to determine the times at which he or she carries personal work, of those not already determined by the board or school administration for the 27 hours of work and for the times provided for in subparagraphs ii) and iii) of subparagraph 2) of subclause A).

2) Except for the times provided for in subparagraph ii) of subparagraph 2) of subclause A), the following procedure shall apply in determining the times for carrying out the personal work provided for in subparagraph 2) of subclause A). Such procedure may be subject to a different agreement between the board and the union:

i) The teacher shall notify the school administration of the determination of the appropriate times for the personal work as soon as possible at the beginning of the work year, making sure that each moment thus determined shall offer minimal duration equal to the shortest duration of students' break or recess times in accordance with subparagraph ii) of subparagraph 2) of subclause A).

ii) Then, such determination shall be modified by the teacher to take into account any determination by the school administration concerning the times for the 27 hours of work, the 10 group meetings and the first three meetings with parents.

iii) If the teacher wishes, over the course of the year, to make an occasional or permanent change to the determination of times for the personal work provided for in subparagraph 2) of subclause A), he or she shall proceed as follows:

If it is an occasional change, he or she shall notify the school administration at least 24 hours in advance.

If it is a permanent change, he or she shall notify the school administration at least five days in advance.

The notice must indicate the reason for the change.

3) The personal work provided for in subparagraph 2) of subclause A) shall be carried out within the 8-hour workday.

Notwithstanding the above paragraph and clauses 8-5.03 and 8-5.04, upon agreement between the teacher and the school administration, moments of personal work determined by the teacher in application of subparagraph 1) of subclause F) may be carried out outside the weekly 35-hour schedule or 8-hour workday.

Such personal work determined by the teacher in application of subparagraph 1) of subclause F) may also be carried out, if the teacher so determines, outside the weekly 35-hour schedule or 8-hour workday, under the following conditions:

i) Such work shall be carried out during the 30-minute period[1] immediately preceding the beginning or immediately following the end of the 8-hour workday, or during any part of the meal period provided for in clause 8-7.05 in excess of 50 minutes.

ii) The times for such work so determined during such meal period shall not exceed two hours per week.

8-5.03

A) Unless there is an agreement to the contrary between the board and the union and subject to subclause B), the 32 hours shall fall within a framework of 35 hours per week, which shall also be determined for each teacher by the board or the school administration.

B) This 35-hour schedule shall not include the period provided for the teacher's meal nor the time required for the 10 group meetings and for the first three meetings with parents.

C) The 35-hour schedule must fall within a daily span of not more than eight hours. The eight hours shall include the same exceptions as the 35 hours.

8-5.04

The board shall determine, after consultation with the union, the beginning and end of the teacher's workday.

8-5.05 Terms and conditions for the distribution of work hours

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

8-5.06

If the instruction provided to students covers a cycle other than a 5-day cycle, the number of hours mentioned in this article shall be adjusted accordingly.

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[1] The definition of period under clause 1-1.36 shall not apply.

8-6.00 WORKLOAD

8-6.01

For the purpose of applying this chapter, the following definitions apply.

a) Support (encadrement)

Intervention with a student or a group of students to promote the student's personal and social development and to encourage him or her to assume his or her responsibilities as regards his or her own education.

b) Remediation

Intervention by the teacher with a student or a group of students to prevent problems or academic delays and to provide special support measures to students experiencing problems or academic delays.

c) Supervision of arrival and dismissal of students

Supervision of a group of students ensured by the teacher who is responsible for the group upon arrival and dismissal from classes. The supervision shall not be included in the workload.

8-6.02

A) The workload shall include the following professional activities assigned by the board or the school administration: the presentation of courses and lessons, remediation, cognitive and developmental learning activities (preschool education), student activities, support and supervision other than the supervision of the arrival and dismissal as well as the movement of students.

B) The workload shall be 23 hours per week for full-time preschool and elementary school teachers and 20 hours per week for full-time secondary school teachers.

C) If, for special reasons, the board assigns a teacher a workload which is greater than that provided for in subclause B), the teacher shall be entitled to a monetary compensation equal to 1/1000 of the annual salary for each period of 45 to 60 minutes. For every period less than 45 minutes or greater than 60 minutes, the compensation shall be equal to the number of minutes divided by 45 and multiplied by 1/1000 of the annual salary.

D) In order to meet student needs and to take into account the educational project and the special characteristics of the schools or classes, the weekly workload may vary in duration, provided that the weekly average does not exceed, on an annual basis, 23 or 20 hours, as the case may be.

However, the workload may vary due to a variation in the time devoted to the presentation of courses and lessons only when the organization of the school or instruction so requires.

The application of this subclause shall not have the effect of exceeding the 27 work hours prescribed in subparagraph 1) of subclause A) of clause 8-5.02.

8-6.03

A) Unless there is an agreement to the contrary between the board and the union, the average teaching time to be devoted to the presentation of courses and lessons, as well as to the supervision of student activities within the students' timetable, shall not exceed:

1) 20 hours and 30 minutes for all full-time teachers at the elementary level;

2) 17 hours and 5 minutes for all full-time teachers at the secondary level.

B) This average time shall be established on October 15 by dividing the total number of hours devoted to such activities for each of the full-time teachers at the level concerned by the total number of full-time teachers at that level. If the average teaching time for a given level exceeds the average teaching time specified in the preceding subclause A), the board shall add to the professional improvement budget for the following school year a compensation established in the following manner:

the difference between the actual average time and the average time prescribed, divided by the average time prescribed, multiplied by the number of full-time teachers at that level, multiplied by the average salary of those teachers, divided by 200 and multiplied by the number of days during which the excess existed.

C) For the purpose of the preceding two subclauses, a full-time teacher is a regular teacher with the exception of a teacher on availability, a teacher in Field 17, a department head, a supporting teacher and a teacher who has obtained, in accordance with the agreement, a leave or a partial leave for the whole year.

D) Unless there is an agreement to the contrary between the board and the union, at least 50% of the workload must be devoted to the presentation of courses and lessons as well as to the student activities within the students' timetable.

8-6.04

If the instruction provided to students covers a cycle other than a 5-day cycle, the number of hours mentioned in this article shall be modified proportionately.

8-6.05 Supervision of the arrival and dismissal of students and the movement of students not included in the workload

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

8-7.00 SPECIAL CONDITIONS

8-7.01 Access to student's school record

A teacher shall have access to a student's school record subject to the respect for persons and for the code of ethics of the specialists who insert documents therein.

8-7.02 Multigrade classes (elementary level)

A) When the board forms multigrade classes, it shall attempt to group the students in such a way as to ensure the best teaching possible while complying with the provisions of this clause.

B) The board shall send the union, at the time and in the format it shall determine, the information concerning multigrade classes that the board intends to form for the next school year. The union may make recommendations to the board concerning such classes.

C) **(Protocol)** If the board forms a multigrade class in a school with 100 students or more, it shall make an effort, as much as possible, to group together students in the same cycle.

D) When a school has 65 or more students at the elementary level, a multigrade class shall be limited to two levels, unless there is an agreement to the contrary between the board and the union.

Notwithstanding the preceding paragraph, a multigrade class may contain a maximum of three levels, unless there is an agreement to the contrary between the board and the union when, within the framework of subclause A), the board wishes to group students and that the number of students in a multigrade class of two levels is less than:

- 18, if one or more of the students in the class are in Grade 1;
- 20 if there are no students in Grade 1, but one or more students in Grade 2;
- 21 if there are students in Grade 3;
- 23, if there are only students in Grade 4, 5 or 6 in the class.

In each of these cases, the multigrade class shall be limited to three levels.

E) Subject to subclause F), when a school has fewer than 65 students at the elementary level, a multigrade class shall be limited to three levels, unless there is an agreement to the contrary between the board and the union.

F) When a school has fewer than 25 students at the elementary level, a multigrade class may contain more than three levels, unless there is an agreement to the contrary between the board and the union.

G) The compensation for exceeding the number of students per group in a multigrade class shall be established on the average[1] and not the maximum number.

H) For the purpose of this clause, "school" means the "building" in which the teacher provides instruction.

8-7.03 Travelling time of the itinerant teacher

In the case of an itinerant teacher, the board must take into account the fact that the teacher must travel from one building to another in determining the 27 hours.

8-7.04 Rooms

The board shall endeavour to make rooms available to teachers where they will be able to perform work related to their duties.

8-7.05 Meal period

Unless there is an agreement to the contrary between the board and the union, preschool and elementary school teachers shall be entitled to a period of at least 75 minutes for their meal. Notwithstanding the foregoing, the meal period can be 50 minutes after agreement with the school administration and the teacher.

Unless there is an agreement to the contrary between the board and the union, secondary school teachers shall be entitled to a period of at least 50 minutes for their meal, which period shall begin between 11:00 and 12:30.

8-7.06 Secretarial staff

In a school where the principal has secretarial staff at his or her disposal, the teacher may make use of this staff to have work done which is directly related to his or her teaching. For this purpose, he or she shall approach the principal and indicate the work he or she would like to have done and the principal shall assign this work to his or her secretarial staff according to the availability of the staff.

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[1] If the averages applicable to the levels of the students in a multigrade class are different, the lowest average among these apply to the class.

8-7.07 Specialist

For the specialist who has 26 or 27 different student groups, the maximum time to be devoted to the presentation of courses and lessons shall be 19 hours and the workload shall be 21 hours and 30 minutes per regular workweek.

For the specialist who has over 27 different student groups, the maximum time to be devoted to the presentation of courses and lessons shall be 18 hours and 30 minutes and the workload shall be 21 hours per regular workweek.

If the instruction provided to students covers a cycle other than a 5-day cycle, the number of hours mentioned in this clause shall be modified proportionately.

8-7.08 Consultation on the terms and conditions for administering the examinations prepared by the Minister

The terms and conditions for administering the examinations prepared by the Minister shall be a subject of consultation submitted to the participating body of teachers at the board level determined under Chapter 4-0.00.

8-7.09 Travel expenses

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

8-7.10 Group meetings and meetings with parents

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

8-7.11 Substitution

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

8-7.12 Remedial work at the elementary level

The teacher shall do remedial work with his or her students; however, such remedial work may be done with students other than the teacher’s own upon agreement between the school administration and the teacher in question.

8-8.00 RULES CONCERNING THE FORMATION OF STUDENT GROUPS

8-8.01

A) For the purpose of applying this article, the average number of students per group shall be calculated at the board level. However, in establishing the averages, the board shall not take into account the student groups in which organizational teaching modes such as team-teaching, conference courses, etc. are used.

B) The rules concerning the formation of groups must be such that the average number of students per group for all the groups of each type of students mentioned in this article cannot exceed the numbers indicated.

C) The application of the rules concerning the formation of student groups must be such that no student group shall exceed the maximums indicated except for the following reasons: a shortage of premises, a limited number of groups per school, the geographic location of the school, a lack of qualified available personnel and the displacement of one or more students from one school to another. In the case where the board exceeds the maximums provided for in this article for reasons other than those provided for above, the board cannot proceed without first consulting the union.

D) The maximum and the average number of a group of students with handicaps or social maladjustments or learning difficulties which includes students of different types shall be determined in accordance with Appendix 21.

The maximum and the average number of students in a group of students in temporary individualized paths for learning which includes one or more students in one type or different types of students with handicaps or social maladjustments or learning difficulties shall be determined in accordance with Appendix 21.

E) The maximums do not apply to student groups in which organizational teaching modes such as team-teaching, conference courses, etc. are used.

Moreover, the maximum and the average do not apply to a group of students in a special class having profound intellectual handicaps, pervasive developmental disorders, psychopathological disorders or severe language disorders if the board provides visible support other than a teacher.

F) The teacher whose group exceeds the maximum indicated shall be entitled to a monetary compensation calculated according to the formula provided for in Appendix 18 under the following conditions:

1) the number of students taken into account shall be the number of students registered for at least half of the class days in a given month;

2) no compensation shall be owed if an excess existing in September no longer exists on October 15;

3) a casual supply teacher shall not be entitled to any compensation.

G) For the purposes of establishing the maximum number of students per group, students with severe behavioural difficulties linked to psychosocial disturbances, students with pervasive developmental disorders or students with psychopathological disorders who are integrated into regular groups shall be weighted a priori by applying a weighting factor established under Appendix 20.

The a priori weighting provided for in the preceding paragraph shall occur during the annual group formation process and shall apply up to the first day of school for the students.

Subclauses C), F) and the first paragraph of subclause E) of this clause apply with respect to the maximum number of students per group determined under the first paragraph of the present subclause.

8-8.02 In preschool, the maximum and average number of students per group are:

		Av.	**Max.**
A)	For regular groups:		
	for courses intended for preschool students (4-year-olds):	**15**[1]	**18**[1]
	for courses intended for preschool students (5-year-olds):	**20**[1]	**22**[1]
B)	For groups of students with social maladjustments or learning difficulties:		
	1) for courses intended for preschool students in special classes (5-year-olds) manifesting behavioural difficulties:	**8**	**10**
C)	For groups of students with handicaps:		
	1) for courses intended for preschool students in special classes (4- or 5-year-olds) identified as handicapped by a mild motor impairment or an organic impairment:	**10**	**12**
	2) for courses intended for preschool students in special classes (4- or 5-year-olds) identified as having a moderate to severe intellectual handicap:	**8**	**10**
	3) for courses intended for preschool students in special classes (4- or 5-year-olds) identified as handicapped by a severe motor impairment, an atypical disorder or a language disorder:	**6**	**8**

[1] Subject to Appendix 25 dealing with educational success.

	Av.	Max.
4) for courses intended for preschool students in special classes (4- or 5-year-olds) identified as handicapped by a severe language disorder, a visual impairment or a hearing impairment:	5	7
5) for courses intended for preschool students in special classes (4- or 5-year-olds) identified as having a profound intellectual handicap, pervasive developmental disorders or psychopathological disorders:	4	6

8-8.03 At the elementary level, the maximum and average number of students per group are:

	Av.	Max.
A) For regular groups:		
1) for courses intended for students in Grade 1:	**23**[1]	**25**[1]
2) for courses intended for students in Grades 2 and 3:	**25**[1]	**27**[1]
3) for courses intended for students in other elementary school grades:	**27**[1]	**29**[1]
B) For groups of students with social maladjustments or learning difficulties:		
1) for courses intended for all students with social maladjustments or learning difficulties in special classes at the elementary level:	**12**	**16**
1.1 for courses intended for students in special classes at the elementary level manifesting behavioural difficulties:	**10**	**12**
2) for courses intended for students in special classes at the elementary level identified as having severe behavioural difficulties linked to psychosocial disturbances:	**7**	**9**
C) For groups of students with handicaps:		
1) for courses intended for students in special classes at the elementary level identified as handicapped by a mild motor impairment or an organic impairment:	**12**	**14**
2) for courses intended for students in special classes at the elementary level identified as having a moderate to severe intellectual handicap:	**10**	**12**

[1] Subject to Appendix 25 dealing with educational success.

	Av.	Max.
3) for courses intended for students in special classes at the elementary level identified as handicapped by a severe motor impairment, an atypical disorder or a language disorder:	**8**	**10**
4) for courses intended for students in special classes at the elementary level identified as handicapped by a severe language disorder:	**6**	**8**
5) for courses intended for students in special classes at the elementary level identified as handicapped by a hearing impairment, a visual impairment, pervasive developmental disorders or psychopathological disorders:	**5**	**7**
6) for courses intended for students in special classes at the elementary level identified as having a profound intellectual handicap:.....	**4**	**6**

8-8.04 At the secondary level, the maximum and average number of students per group are:

	Av.	Max.
A) For regular groups:		
1) for Secondary I to V general education courses, excluding courses referred to in the following subparagraphs 2) and 3):	**30**[1]	**32**[1]
2) for Secondary III, IV or V[2] technical exploration courses (or vocational exploration):	**20**	**23**
3) for courses intended for students enrolled in temporary individualized paths for learning:	**18**	**20**
B) For groups of students with social maladjustments or learning difficulties:		
1) for courses intended for all students with social maladjustments or learning difficulties in special classes at the secondary level:	**16**	**20**
1.1 for courses intended for students in special classes at the secondary level manifesting behavioural difficulties:	**12**	**14**
2) for courses intended for students in special classes at the secondary level identified as having severe behavioural difficulties linked to psychosocial disturbances:	**9**	**11**

[1] Subject to Appendix 25 dealing with educational success

[2] For schools still offering introduction to technology courses, the same rule applies.

	Av.	Max.
C) For groups of students with handicaps:		
1) for courses intended for students in special classes at the secondary level identified as handicapped by a mild motor impairment or an organic impairment:	**14**	**16**
2) for courses intended for students in special classes at the secondary level identified as having a moderate to severe intellectual handicap:	**12**	**14**
3) for courses intended for students in special classes at the secondary level identified as handicapped by a language disorder:	**10**	**12**
4) for courses intended for students in special classes at the secondary level identified as handicapped by a severe motor impairment or an atypical disorder:	**9**	**11**
5) for courses intended for students in special classes at the secondary level identified as handicapped by pervasive developmental disorders or psychopathological disorders:	**6**	**8**
6) for courses intended for students in special classes at the secondary level identified as handicapped by a hearing impairment or a visual impairment:	**5**	**7**
7) for courses intended for students in special classes at the secondary level identified as having a profound intellectual handicap:	**4**	**6**

8-8.05

The board and the union may amend or replace clauses 8-8.02 to 8-8.04.

8-9.00 PROVISIONS CONCERNING AT-RISK STUDENTS AND STUDENTS WITH HANDICAPS OR SOCIAL MALADJUSTMENTS OR LEARNING DIFFICULTIES

Section 1 General provisions

8-9.01 Rapid prevention and intervention

A) Rapid prevention and intervention starting in preschool are the responsibility of those involved in intervention efforts and are essential in ensuring student success.

Thus, the parties recognize the importance of identifying at-risk students and students with handicaps or social maladjustments or learning difficulties as early as possible in their academic career.

B) In this context, the school administration shall provide the teacher, upon request, with information about at-risk students or students with handicaps or social maladjustments or learning difficulties and, in particular, provide access to such students' school and special assistance files. Such information shall be provided as long as it is available and in the student's interests, subject to considerations concerning the respect of privacy and the rules of ethics.

C) In addition, the parties recognize that the teacher is the student's principal educator and therefore must note and share with other educators information or observations concerning the student, in particular those related to actions taken.

8-9.02 Organization of services

A) Integration

For the purposes of applying this article, the following definitions shall apply:

1) total integration means the process by which a student with a handicap or social maladjustment or learning disability is integrated into a regular class for the duration of his or her time at school;

2) partial integration means the process by which a student participates for some of his or her time at school in learning activities with a groups of students with handicaps or social maladjustments or learning difficulties and, for the rest of his or her time at school, is integrated into a regular class.

B) Board policy

The board shall adopt a policy concerning the organization of educational services for students with handicaps or social maladjustments or learning difficulties; such policy shall in particular determine integration procedures and support services for integration.

C) Service approach

Services for the students in question shall be part of an approach whose main characteristics include:

1) rapid prevention and intervention methods;

2) the organization of educational services that take into account students' needs and abilities rather than their classification in a category of difficulty;

3) support services shall be provided from among the available resources determined by the board.

D) Support services

1) The determination of the support services required by the teacher and students shall not be predicated on the board's recognition of such students as being at-risk students or students with handicaps or social maladjustments or learning difficulties.

2) Support services shall be interrelated and not mutually exclusive, and shall have as a purpose to support both student and teacher.

E) Specialized classes and individualized paths for learning

Specialized classes and individualized paths for learning are types of teaching organization that can meet the needs of certain students with respect to academic success.

F) At-risk students

At-risk students are not included in the definition "students with handicaps or social maladjustments or learning difficulties". The meaning of "at-risk students" is explained in Appendix 19.

G) Students with handicaps or social maladjustments or learning difficulties

For purposes of applying the agreement, "students with handicaps or social maladjustments or learning difficulties" mean students recognized as such by the board. The definitions of students with handicaps or social maladjustments or learning difficulties are found in Appendix 19.

H) Individualized education plan

1) An individualized education plan shall be established for all students with handicaps or social maladjustments or learning difficulties and may also be established for any at-risk student. The teacher shall participate in the establishment of the individualized education plan.

2) The individualized education plan is a reference and a tool for cooperation among educators.

8-9.03 Responsibility of the board and integration or grouping in specialized classes

A) It is up to the board to recognize or refuse to recognize a student as having a handicap or social maladjustment or learning disability.

B) Students identified, at June 30, 2015, as having handicaps or social maladjustments or learning difficulties in one or the other of the categories provided for in Appendix XIX of the 2010-2015 agreement shall remain so identified.

However, as student's situation shall be revised periodically by the school administration as part of the individualized education plan.

C) Students with handicaps or social maladjustments or learning difficulties may be integrated or grouped together in specialized classes, in accordance with board policy.

D) When students recognized by the board as having behavioural difficulties or severe behavioural disorders are integrated into regular classes, they shall be weighted for the purposes of compensation in the event of an addition to the workload, in accordance with the provisions of Appendix 20.

The same applies to students recognized by the board as students with learning difficulties shall be integrated into regular class and no support service is available during the year for their integration.

E) For the purposes of applying the rules applicable to forming groups, when students with handicaps or social maladjustments or learning difficulties are integrated into regular groups, they are deemed to belong to those groups.

F) The provisions of subclauses D) and E) of the present clause and subclause G) of clause 8-8.01 do not apply to students with handicaps or social maladjustments or learning difficulties in temporary individualized paths for learning.

Section 2 Organization of services based on the involvement of the parties and of teachers

8-9.04 Parity board committee for at-risk students and students with handicaps or social maladjustments or learning difficulties

A) The board and the union shall set up a parity committee for at-risk students and students with handicaps or social maladjustments or learning difficulties.

The committee shall be made up of an equal number of representatives of the board and representatives of teachers.

At the request of either one of the parties, the committee may add other resources.

The board or the committee may also invite representatives of another personnel category to participate.

B) For the purposes of this committee's duties, the board shall provide all of the information provided for in Part I of Appendix 31.

C) Mandate of the committee

The committee's mandate is to:

1) make recommendations concerning the distribution of available resources between the board and the schools;

2) make recommendations concerning the development and revision of the board's policy on the organization of educational services for students with handicaps or social maladjustments or learning difficulties;

3) make recommendations concerning integration procedures and support services, as well as procedures for grouping students together in specialized classes;

4) make recommendations concerning the implementation of the board policy, in particular on the organization of services;

5) make recommendations concerning the form found in clause 8-9.07;

6) monitor the application of Appendix 31;

7) deal with any problems referred by the parties.

D) If, in its decisions, the board does not follow the committee's recommendations, it must notify committee members of its reasons in writing.

E) The school board and the union agree on an internal mechanism for solving difficulties that might arise at the school-level committee or between the teacher and the school administration with respect to clause 8-9.08.

8-9.05 School-level committee for at-risk students and students with handicaps or social maladjustments or learning difficulties

A) A school-level committee shall be set up.

B) The committee shall be made up of:

1) the school administration or representative;

2) no more than three teachers appointed by the participating body of teachers;

3) at the request of either one of the parties, the committee may add, in particular, a nonteaching professional or a support staff member who works regularly with at-risk students or students with handicaps or social maladjustments or learning difficulties.

C) The committee shall seek a consensus on its actions.

D) The committee's mandate shall be to make recommendations to the school administration concerning all aspects of the organization of services for at-risk students and students with handicaps or social maladjustments or learning difficulties, at the level of the school, and in particular on:

- the school's needs with respect to these students;

- the organization of services based on the available resources allocated by the board: service models, criteria for the use and distribution of services.

E) If the school administration does not take into account the committee's recommendations in its decisions, the school administration must notify the committee members of its reasons in writing.

F) Should the committee fail to function properly, it may submit the case to the committee provided for in clause 8-9.04 or the mechanism provided for in subclause E) of clause 8-9.04.

G) The committee's mandate shall not include receiving the requests provided for in section 3.

Section 3 Access to services and procedure

8-9.06

The support services available at the school shall be accessible to students and teachers, in accordance with the terms and conditions determined by the school administration based on recommendations by the school-level committee.

8-9.07

A) If the teacher sees in the student difficulties that persist despite his or her interventions and the support services used, he or she may submit the situation to the school administration using a form established by the board, at the recommendation of the committee provided for in clause 8-9.04, if applicable.

B) The form shall be designed in such a way as to provide a brief description of the situation, in particular:

- the reason for the request;
- a description of the problem;
- the interventions already carried out;
- the support services requested.

The student's name is included in the form.

C) 1) In the case of a student who, in the teacher's opinion, presents behavioural difficulties, the form shall also indicate observations of one or more of the student's behaviours, for example:

- the persistence of the behaviour despite the application of the consequences provided for in the rules of conduct;

- marked difficulty in peer relations;

- generalized withdrawal or passiveness;

- reduced ability to pay attention and concentrate as a general rule in school.

2) The teacher may request that a student be recognized as having behavioural or learning difficulties in the following cases:

a) if, in the teacher's opinion, a student should be recognized as having behavioural difficulties after a two-month observation period of the student's behaviour or behaviours and if the support services are insufficient or if no support services have been provided;

b) if during the year no support service is available for a student in a regular class (or the teacher concerned) who in the teacher's opinion should be recognized as having learning difficulties.

8-9.08

A) After receiving the teacher's description of the situation, the school administration shall give its decisions in writing, as far as possible within 10 working days following receipt of the form.

In its decision, the school administration shall take various steps adapted to the situation, if applicable, in particular with respect to the provision of support services.

At the teacher's request, the school administration shall specify the reasons for its decision if it does not meet the teacher's expectations.

B) The teacher in question may also, if he or she deems it appropriate, notify the committee provided for in clause 8-9.04 in writing of his or her dissatisfaction.

C) The teacher in question may also take advantage of the mechanism resulting from the application of subclause E) of clause 8-9.04.

8-9.09 Individualized education plan team

A) In keeping with actions taken by the school administration, it may set up an individualized education plan team in order to assume one or more responsibilities stated in subclause D).

B) In the cases prescribed in subparagraph 2) of subclause C) of clause 8-9.07, the school administration shall set up an individualized education plan team within 15 days of receiving the form.

C) 1) The individualized education plan team shall be composed of the following: a representative of the school administration, the teacher or teachers concerned and the student's parents.

2) The parents' absence cannot, in any way, delay or impede the work of the individualized education plan team.

3) The student shall participate in the team's work unless he or she is unable to do so.

4) At any time, the team may call upon other resources if it deems it necessary.

D) The responsibilities of the individualized education plan team shall be to:

1) analyze and monitor the situation, if applicable;

2) ask, if it deems necessary, for relevant evaluations by competent staff;

3) if applicable, receive and read any evaluation report;

4) make recommendations to the school administration concerning the student's placement and integration, if applicable;

5) make recommendations to the school administration concerning the revision of a student's situation;

6) make recommendations to the school administration concerning the support services needed (type, level, frequency, duration, etc.);

7) work with the school principal to formulate the individualized education plan by making appropriate recommendations;

8) recommend or not, in accordance with subparagraph 2) of subclause C) of clause 8-9.07, to the school administration the recognition of a student with behavioural or learning difficulties, as the case may be.

E) The school administration shall decide to implement or not the recommendations of the individualized education plan team within 15 days of the recommendations, barring exceptional circumstances.

F) In the cases where, following the recommendations of the individualized education plan team, the board recognizes the students as having behavioural or learning difficulties and that, in the latter case, no support service is available, the weighting prescribed in subclause D) of clause 8-9.03 shall take effect no later than 45 days of the requests prescribed in subparagraph 2) of subclause C) of clause 8-9.07.

Section 4 Special provisions concerning students with handicaps and students with severe behavioural disorders associated with a psychosocial impairment

8-9.10

The provisions of this section shall apply notwithstanding any provisions to the contrary.

8-9.11

Article 8-9.00 of the 2000-2003 agreement[1] continues to apply to students with handicaps and students with severe behavioural disorders associated with a psychosocial impairment except, for the committee prescribed in clause 8-9.04 of the 2000-2003 agreement, which committee is replaced by the committee prescribed in clause 8-9.04 of this agreement.

Subject to the preceding paragraph, clauses 8-9.01 to 8-9.09 of this agreement do not apply to those students.

8-9.12

The board and the union may, at any time, in an effort to ensure efficiency and harmonization, agree to apply the provisions of this article instead of those of article 8-9.00 of the 2000-2003 agreement to students with handicaps and students with severe behavioural disorders associated with a psychosocial impairment.

8-9.13

Any problem concerning the application of the provisions of this section shall be referred to the committee provided for in clause 8-9.04.

8-10.00 DEPARTMENT HEAD (ELEMENTARY OR SECONDARY LEVEL)

8-10.01

If the board decides to appoint teachers to the position of department head, they shall be under the responsibility of the school administration and their appointment shall only be valid insofar as this article is complied with in its entirety.

8-10.02

The position of department head shall comprise 2 aspects, namely his or her function as a teacher and his or her actual function as department head.

8-10.03

As regards his or her actual function as department head, the department head must carry out the following duties and responsibilities:

1) assume the coordination and animation tasks related to teaching, student activities or both;

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[1] Article 8-9.00 of the 2000-2003 agreement is found in Appendix 11.

2) act as coordinator and animator for the teachers in his or her department and either encourage them to develop and jointly define, within the guidelines of the policies and the programs in effect, the content, the teaching methods and techniques, as well as the measurement and evaluation methods likely to promote student learning or take the necessary steps to stimulate the participation of the teachers in his or her department in the organization, supervision and animation of student activities or both;

3) in particular, assist the teacher on probation in his or her department and participate in his or her evaluation;

4) at the request of his or her superior, collaborate in determining the needs in teaching and consumable materials for his or her department and in monitoring their use;

5) counsel and advise his or her superior on teaching strategies.

8-10.04

Every department head must be released from a portion of his or her workload in order to allow him or her to better fulfill his or her function as department head. The time of the release must be devoted exclusively to his or her function as department head. The board or the school administration shall be responsible for determining the portion for each department head, it being specified that the partial release may not exceed 50% of the workload of a full-time teacher.

In the case of a department head appointed at the elementary level, the fact that the teacher is released from a portion of his or her duties may not have the effect of increasing the workload of the other teachers in the school.

8-10.05

The appointment of a teacher as department head shall terminate automatically and without notice on June 30.

8-11.00 PARTICULAR EDUCATIONAL SERVICES FOR STUDENTS IN LOW-INCOME AREAS

8-11.01

When the board organizes particular educational services for students living in low-income areas, the services shall be a subject submitted to the participating body of teachers at the board level determined under Chapter 4-0.00.

CHAPTER 9-0.00 SETTLEMENT OF GRIEVANCES AND TERMS AND CONDITIONS FOR AMENDING THE AGREEMENT

Section 1 Grievances and arbitration (for matters not negotiated at the local level)

9-1.00 PROCEDURE FOR SETTLING GRIEVANCES

9-1.01

Every teacher, accompanied or not by the union delegate of his or her school may, if he or she so desires, try to solve his or her problem with the competent authority before the notice of grievance. If necessary, the union delegate shall be released from his or her teaching duties for the time required to meet with the competent authority.

9-1.02

In order to settle, as quickly as possible, every grievance which may arise during the term of the agreement, the board and the union agree to comply with the procedure provided for in this article.

9-1.03

The union shall send a written notice to the board and the chief records clerk by registered or certified mail, delivered by hand, by fax or served by bailiff that a grievance has arisen. The notice of grievance must state, without prejudice, the facts which gave rise to the grievance and, for information purposes, the articles or clauses involved and the required corrective measure.

The notice of grievance must be mailed or delivered within 70 days[1] of the date of the event that gave rise to the grievance.

The union shall indicate on the grievance the date of the 21st day following the date of the notice of grievance.

9-1.04

Within 20 days[1] of the receipt of the notice of grievance, a meeting must take place at the date, time and place agreed by the parties to try to find a solution to the grievance.

The plaintiff may attend the meeting, if he or she so desires.

The board and the union may agree, in writing, to change the date, time or place of the meeting prescribed in this clause.

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[1] To calculate this time limit, the word "day" or "days" means day or days in the school calendar.

9-1.05

If the parties fail to find a solution within the time period provided for in the preceding clause, the grievance shall be deemed to be sent to arbitration on the date indicated in accordance with the third paragraph of clause 9-1.03.

9-1.06

If the parties agree on a solution to the grievance, the union must notify the chief records clerk as soon as possible.

9-1.07

The time limit prescribed (70 days[1]) for submitting a grievance to the employer or the period prescribed (21st workday) before referring it to arbitration shall be compulsory, unless the board and the union agree in writing to extend the time limits.

The date on the post office receipt for the documents forwarded by registered or certified mail or the fax confirmation shall constitute prima facie proof for calculating the time limits prescribed in articles 9-1.00 and 9-2.00.

9-1.08

No teacher shall be subjected to intimidation, reprisals or discrimination because he or she is involved in a grievance.

9-2.00 ARBITRATION PROCEDURES

9-2.01

The parties may avail themselves of three arbitration procedures:

- the normal arbitration procedure;
- the summary arbitration procedure;
- the abridged arbitration procedure.

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1 To calculate this time limit, the word, "day" or "days" means day or days in the school calendar.

Normal arbitration procedure

9-2.02

A) If the chief records clerk has not received a notice of extension of the time limits under the first paragraph of clause 9-1.07 or if no solution has been found by the parties within the time limit provided for in clause 9-1.04, the notice of grievance shall be registered as a notice of arbitration on the date indicated in accordance with the third paragraph of clause 9-1.03.

B) After registering the notice of arbitration mentioned in this clause, the records office shall immediately acknowledge receipt to the union and confirm the file number assigned to each grievance received.

A copy of such acknowledgment of receipt shall be sent immediately to the board, the Association, the Fédération and the Ministère.

C) The union shall notify the chief records clerk as soon as possible of any withdrawal or any settlement reached after the recording of the grievance as a notice of arbitration.

D) This clause shall apply only as of the 2006-2007 school year; for all periods prior to this school year, the last paragraph of clause 9-2.01 and clauses 9-2.02 and 9-2.06 of the 2000-2003 agreement shall continue to apply.

9-2.03

A) For the term of the agreement, every grievance submitted to arbitration shall be decided upon by an arbitrator chosen from among the following:

1) Ménard, Jean-Guy, chief arbitrator

Lavoie, André G.	Ranger, Jean-René
Massicotte, Nathalie	St-Georges, Andrée
Ménard-Cheng, Nancy	

2) Any other person appointed by the Association, the Fédération and the Ministère to act as arbitrator.

3) The arbitrator shall proceed with an arbitration assisted by two assessors if, when the grievance is entered on the monthly arbitration roll or within the 15 days that follow, the representative of the Association so requests or if the representative from the Fédération and the representative from the Ministère jointly request it.

B) Unless the hearing has already begun, every grievance submitted to arbitration by virtue of former agreements shall be referred to an arbitrator or an arbitrator assisted by assessors in accordance with this article.

C) Every arbitrator appointed by virtue of this clause shall be deemed competent to act as arbitrator who shall decide, in conformity with the provisions of the 1979-1982, 1983-1985, 1986-1988, 1989-1995, 1995-1998, 2000-2003, 2005-2010, and 2010-2015 agreements, on any legal grievance arising from these provisions; the foregoing shall not remove from the jurisdiction of other arbitrators or chairpersons of an arbitration tribunal any grievance referred to them by the first chairperson or the chief arbitrator before the date of the coming into force of the agreement.

The chief arbitrator appointed by virtue of this clause shall be deemed competent to act as first chairperson or chief arbitrator for the grievances submitted within the framework of the preceding paragraph.

D) Any grievance which legally arose before the expiry of the 2010-2015 agreement and which was submitted to arbitration after its expiry within the time limits prescribed in the 2010-2015 agreement shall be held as validly submitted to arbitration. To this end, the board, the Fédération and the Ministère shall not raise the objection of nonarbitrability on the grounds of the nonexistence of working conditions after the expiry of the 2010-2015 agreement.

9-2.04

In the event of an arbitration with assessors, one assessor shall be designated by the Association and the other shall be designated by the board.

Every assessor thus appointed shall be deemed competent to sit, whatever his or her past or present activities, interests in the litigation or functions in the union, the board or elsewhere.

9-2.05

As of his appointment, the chief arbitrator, before acting, shall take an oath before a Superior Court judge to render his decisions in conformity with the law and the provisions of the agreement and according to equity and good conscience.

9-2.06

As of his or her appointment, each arbitrator shall take an oath before the chief arbitrator for the term of the agreement to render his or her decisions in conformity with the law and the provisions of the agreement and according to equity and good conscience. Thereafter, at the beginning of each arbitration with assessors, the arbitrator shall receive the oaths from the assessors to render their decisions in conformity with the law and the provisions of the agreement and according to equity and good conscience.

9-2.07

The chief arbitrator or, in his absence, the chief records clerk, under the authority of the chief arbitrator, shall:

a) prepare the monthly arbitration roll in the presence of the representatives of the parties to the agreement;

b) appoint an arbitrator from the list mentioned in clause 9-2.03;

c) set the time, date and place of the first arbitration session;

d) indicate for each grievance which arbitration procedure will be used from among those mentioned in clause 9-2.01.

The chief records clerk shall notify the arbitrators, the assessors, where applicable, the parties concerned, the Association, the Fédération and the Ministère.

9-2.08

The Association and the board shall inform the chief records clerk of the name of the assessor of their choice for each arbitration with assessors appearing on the monthly roll within 15 days of the entering of the case on the arbitration roll.

9-2.09

A) Subsequently, the arbitrator shall set the time, date and place of the subsequent sessions, where applicable, and shall so inform the chief records clerk; the records office shall notify the assessors, where applicable, the parties concerned, the Association, the Fédération and the Ministère. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors.

B) The attorneys shall contact one another and shall inform the arbitrator about the nature of the preliminary method(s) they intend to raise one week prior to the hearing.

Every hearing shall be scheduled for 9:30. The attorneys, assessors, where applicable, and the arbitrator must use the first half-hour for a private preparatory session.

The purpose of the preparatory session is to:

- improve the arbitration process, to better use the available time and to accelerate the holding of hearings;

- allow the parties to declare, if not already done, the means they intend to use to plead the case other than those mentioned in the preliminary remarks;

- outline the dispute and identify the issues to be discussed in the course of the hearing;

- ensure the exchange of documentary evidence;
- plan the presentation of evidence to be produced in the course of the hearing;
- study the admissibility of certain facts;
- analyze any other question which could simplify or accelerate the hearings.

9-2.10

The arbitrator or assessor shall be replaced according to the procedure established for the original appointment.

9-2.11

If an assessor is not designated in accordance with the original appointment procedure or if an assessor is not replaced before the date set for the hearing, the arbitrator shall appoint him or her ex officio on the day of the hearing.

9-2.12

The arbitrator shall proceed with diligence in the investigation of the grievance according to the procedure and evidence that he or she deems appropriate[1].

9-2.13

At any time before the first deliberation meeting, the Association, the Fédération and the Ministère may individually or collectively intervene and make any representation that they deem appropriate or pertinent.

However, if one of the aforementioned parties wishes to intervene, it shall inform the other parties of its intention and of the object of its intervention.

9-2.14

The arbitration sessions shall be public. The arbitrator may, however, on his or her own initiative or at the request of one of the parties, order the session to be held in camera.

9-2.15

The arbitrator may deliberate in the absence of an assessor provided he or she has notified the assessor in accordance with clause 9-2.09 at least seven days in advance.

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[1] However, the parties may file an Internet reference on the CPNCF website in lieu of a paper format of the agreement.

9-2.16

Except in the case of the preparation of written notes in which case the board and the union may agree to extend the time limit, the arbitrator must render his or her decision within 40 days of the end of the hearing. However, the decision shall not be null for the sole reason that it was rendered after the expiry of the time limits.

The chief arbitrator may not assign a grievance to an arbitrator who has not rendered a decision within the time limit allotted as long as the decision has not been rendered.

9-2.17

A) The decision shall state the reasons therefore and shall be rendered in writing; it shall be signed by the arbitrator.

B) Any assessor may make a separate report and include it with the decision.

C) The arbitrator shall file the signed original copy of the decision at the records office and, where applicable, shall also send a copy to the two assessors.

D) The records office, under the responsibility of the arbitrator or the chief arbitrator, shall forward a copy of the decision and the separate report, where applicable, to the parties involved, the Ministère, the Fédération and the Association and shall file, on behalf of the arbitrator, two certified copies with the Minister of Labour, Employment and Social Solidarity.

9-2.18

At any time before his or her final decision, an arbitrator may render any interim or interlocutory decision that he or she deems fair and useful.

The decision shall be final, executory and shall be binding on the parties.

9-2.19

The arbitrator may not, by his or her decision regarding a grievance, modify, subtract from or add to any clause of the agreement.

9-2.20

The arbitrator, eventually called upon to decide whether or not a grievance is well-founded, shall have the authority to uphold it or to reject it, in whole or in part, and to determine the compensation that he or she deems equitable for the damages sustained by the teacher because of the board's error in interpreting or applying the agreement.

This clause also applies to grievances contesting the nonreengagement because of surplus of personnel of a legally qualified full-time teacher if the procedure prescribed in article 5-8.00 has been totally followed by the said teacher and the only reason given by the board for its decision to not reengage him or her is the surplus of personnel, even if he or she has not held a full-time teaching position for two eight-month periods.

9-2.21

The chief arbitrator shall choose the chief records clerk.

9-2.22

A) The fees and expenses of the arbitrator shall be payable by the losing party. However, the fees and expenses of the arbitrator shall be payable by the Ministère in the case of a grievance contesting a dismissal under article 5-7.00 or a nonreengagement under article 5-8.00 for the following reasons: inability, negligence in the performance of one's functions, insubordination, misconduct and immoral behaviour.

If a grievance is partially appealed, the arbitrator shall determine the portion of the cost that each party must pay.

B) Subclause A) shall apply only as of the 2006-2007 school year; for all periods prior to this school year, subclauses A), B) and C) of the 2000-2003 agreement continue to apply.

Notwithstanding the preceding paragraph, subclauses A), B) and C) of clause 9-2.22 of the 2000-2003 agreement shall continue to apply with respect to grievances submitted before February 1, 2006. With respect to these grievances, the board and the union agree to cooperate in order to deal in priority with grievances submitted before February 1, 2006.

C) The amount of the allowance to be paid in cancellation fees, if any, shall be assumed by the party that withdraws its grievance or by the party that requests it.

If the grievance is settled, regardless of the number of grievances concerned and the nature of the settlement, the amount of allowance to be paid in cancellation fees as well as the arbitrator's fees and expenses, if any, shall be assumed equally by the parties or according to the terms and conditions of settlement. At the request of either party, the arbitrator who takes note of the settlement may agree on a different distribution.

The board or the union that requests the postponement of a hearing within 30 days from a hearing date shall pay the arbitrator an amount of $400. In the case of a joint request for a postponement, the amount shall be shared equally between the parties.

Cancellation fees for the situations specified in the preceding paragraphs shall be payable only if the request for cancelling a hearing is submitted to the arbitrator less than 30 days before the hearing date. The provincial parties concerned may agree on a different time limit.

D) The costs of the records office shall be borne by the Ministère.

E) The hearings and deliberations shall be held in rooms provided free of rental charge.

9-2.23

The assessors shall be remunerated and reimbursed for their expenses by those whom they represent.

9-2.24

If one party requires the services of an official stenographer, the fees and expenses shall be the responsibility of the party that requested them.

If the official stenographer's notes are transcribed, a copy shall be forwarded free of charge by the stenographer to the arbitrator before the beginning of the deliberations.

9-2.25

The arbitrator shall convey or otherwise serve any order or document issued by him or her or by the parties involved. At the request of one of the parties, the arbitrator may summon a witness in accordance with the Labour Code (CQLR, chapter C-27).

Summary arbitration procedure

9-2.26

The following shall be referred to the summary arbitration procedure:

a) any grievance concerning one of the following articles:

- articles 3-6.00, 5-5.00 and 5-14.00;

- any of the aforementioned articles referred to in Chapter 11-0.00 (Adult Education);

b) any individual grievance concerning a salary cut, the amount of which is equivalent to four days' salary or less;

c) any grievance which the parties (board and union) specifically agree to refer to the summary arbitration procedure. In this case, a notice signed jointly by the authorized representatives of the parties attesting such an agreement shall be sent to the records office as soon as possible after the date indicated in the third paragraph of clause 9-1.03.

9-2.27

Any grievance referred to the summary arbitration procedure according to subparagraph d) of clause 9-2.07 shall be heard by a single arbitrator.

9-2.28

The arbitrator must hear the grievance immediately and render his or her decision within 15 days of the end of the hearing.

9-2.29

The arbitrator must hear the grievance on its merits before rendering a decision on a preliminary objection unless he or she can settle it at that moment. In this case, he or she must then give the reasons for his or her decision on the objection.

9-2.30

The arbitration award must contain a brief description of the dispute and a summary of the reasons supporting its conclusion. It cannot be cited or used by anyone as regards the arbitration of any other grievance, unless the grievance deals with an identical dispute between the same board and the same union and involves the same facts and clauses.

9-2.31

Articles 9-1.00 and 9-2.00, adapted as required, apply to the summary arbitration procedure provided for in this article except for clauses 9-2.04, 9-2.08, 9-2.11, 9-2.13, 9-2.15, the first paragraph of clause 9-2.16, subclauses A) and B) of clause 9-2.17 and clauses 9-2.23 and 9-2.24.

Abridged arbitration procedure

9-2.32

Any grievance may be referred to the abridged arbitration procedure provided that the local parties specifically agree to do so. In this case, a notice signed jointly by the authorized representatives of the parties attesting to such an agreement shall be forwarded to the records office.

9-2.33

The arbitrator shall be appointed by the records office; he or she shall conduct an investigation, interrogate the parties and witnesses previously identified to the other party and may attempt to reconcile the parties either at their request or with their consent.

9-2.34

Only an employee of the board and an employee or an elected member of the union may represent the parties.

9-2.35

In general, a hearing usually lasts one hour.

9-2.36

The arbitration award must contain a brief description of the dispute and a summary of the reasons supporting its conclusion (maximum of two pages). It cannot be cited or used by anyone as regards the arbitration of any other grievance, unless the grievance deals with an identical dispute between the same board and the same union and involves the same facts and clauses.

The arbitrator shall render his or her decision and shall forward a copy to the parties within a maximum of five workdays after the hearing. The arbitrator shall also file the signed original copy at the records office.

9-2.37

Articles 9-1.00 and 9-2.00, adapted as required, apply to the abridged arbitration procedure except for clauses 9-2.04, 9-2.08, 9-2.11, 9-2.12, 9-2.13, 9-2.15, the first paragraph of clause 9-2.16, subclauses A), B) and C) of clause 9-2.17, the first paragraph of clause 9-2.18 and clauses 9-2.23 and 9-2.24.

Mediation

9-2.38

In the case of mediation, the honoraria and expenses of the mediator shall be assumed equally by the parties.

9-3.00 PREARBITRATION MEDIATION

9-3.01

The board and the union may agree to proceed with prearbitration mediation in dealing with certain grievances. To do so, the parties shall forward a joint notice to the records office specifying, where applicable, the name of the mediator chosen from the list of arbitrators in clause 9-2.03.

9-3.02

The mediator shall attempt to help the parties reach a settlement. If a settlement is reached, the mediator shall take note thereof, draft it and file a copy at the records office. The settlement shall bind the parties.

9-3.03

The records office shall file two certified true copies at the office of the Ministre du Travail.

9-3.04

The procedure applies to every group of grievances agreed between the board and the union.

9-3.05

In the event that a number of grievances included in the prearbitration mediation process are unresolved, those remaining shall be dealt with according to the arbitration procedure agreed to between the parties from among those mentioned in clause 9-2.01.

9-3.06

The mediator cannot act as an arbitrator in any grievance not settled in the prearbitration mediation process.

9-3.07

The honoraria and expenses of the person who is mandated to act as a mediator shall be assumed equally by the parties.

In the case where the mediator's mandate is modified[1] to act as an arbitrator in the same file, the honoraria and expenses charged as an arbitrator shall be assumed according to subclause A) of clause 9-2.22.

The terms and conditions concerning the reimbursement of the amount payable in arbitration cancellation fees prescribed in subclause C) of clause 9-2.22 apply, if any, to mediation.

Any period prior to the 2006-2007 school year, clause 9-3.07 of the 2000-2003 agreement continues to apply.

Section 2 Grievances and arbitration (for matters negotiated at the local level)

9-4.00

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

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1 Notwithstanding clause 9-3.06

Section 3 Terms and conditions for amending the agreement

9-5.00 AMENDMENTS TO THE AGREEMENT

9-5.01

The Management Committee on the one hand, and the Association on the other hand, must meet at either party's request to discuss any question relating to the teachers' working conditions.

Any solution accepted in writing by the Management Committee, on the one hand, and the Association, on the other hand, may have the effect of subtracting from or modifying any of the provisions of the agreement or of adding one or more other provisions to the agreement.

9-5.02

The provisions of this article must not be interpreted as constituting a revision of the agreement which could lead to a dispute as defined in the Labour Code (CQLR, chapter C-27).

9-6.00 LOCAL ARRANGEMENTS

9-6.01

Local or regional arrangements within the meaning of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2) may be negotiated and agreed upon to the extent that the agreement provides that the board and the union may agree to implement or replace a provision negotiated and agreed at the provincial level.

CHAPTER 10-0.00 GENERAL PROVISIONS

10-1.00 NULLITY OF A STIPULATION

10-1.01

The nullity of a clause of this agreement shall not entail the nullity of another clause or the agreement in its entirety.

10-2.00 INTERPRETATION OF TEXTS

10-2.01

The French text shall constitute the official text of the agreement.

10-2.02 (Protocol)

The Ministère and the Fédération, on the one hand, and the Association, on the other hand, shall agree to an English translation of the official text negotiated and agreed upon in French by the Management Committee, on the one hand, and the Association, on the other hand.

10-2.03

All the clauses of this agreement which are marked "Protocol" are included in the text of the agreement for the sole purpose of indicating to the board and to the union:

a) the aims of the Fédération, the Ministère and the Association in negotiating and concluding agreements on the provisions of the collective agreements in the education sector,

and

b) the agreements concluded between the Fédération, the Ministère and the Association in specific cases.

They shall not be in any way the responsibility of the board or the union and shall not be subject to the procedure for settling grievances of the agreement.

10-2.04

A) The appendices except for Appendices 1 (with respect to the description of the fields of teaching at the secondary level), 11, 12, 17, 19, 22, 24, 26, 28, 30, 39, 40 and 42 are an integral part of the agreement.

B) In the event of a grievance concerning Appendix 14, arbitration shall take place in accordance with Chapter 9-0.00 except that the arbitrator and assessors shall be members of the Revision Committee provided for in clause 6-1.07; the chairperson shall act as arbitrator.

C) In the event of a grievance concerning Appendix 20 or 21, only the calculation provided for therein may be the subject of arbitration.

D) Appendices LIII and LVII of the 1995-1998 agreement are an integral part of the agreement as if they were included in their entirety.

E) Only subparagraphs 1) and 4) of Appendix 25 are an integral part of the agreement.

10-2.05 (Protocol)

For the purposes of the drafting of the agreement, the parties have agreed to use the masculine and feminine genders in all designations of persons. To this end, they have established rules of drafting that are found in Appendix 10. These rules apply to the French text only.

The application of these rules does not have the effect of modifying the rights and benefits which would have applied had the text been written in the masculine gender and, unless the context indicates otherwise, may not have the effect of granting different rights or benefits to women or to men.

10-3.00 REPRISALS AND DISCRIMINATION

10-3.01

No board representative, union delegate or representative shall be subjected to any sort of reprisal or discrimination in the course of or as a result of the carrying out of his or her duties.

10-3.02

The board and the union recognize for every teacher the right to exercise in complete equality the rights and freedoms affirmed in the Charter of Human Rights and Freedoms (CQLR, chapter C-12).

The board expressly agrees to respect, in its actions, attitudes and decisions, the exercise, in full equality, of human rights and freedoms, without distinction, exclusion or preference which could lead to discrimination as defined in the Charter mentioned in the preceding paragraph.

10-3.03

No reprisal, threat or constraint shall be made against any teacher as a result of the exercise of a right that is granted to him or her under the agreement or by law.

10-3.04

This article applies to teachers-by-the-lesson and casual supply teachers.

10-4.00 INTERDICTION

10-4.01

Strikes and lockouts shall be forbidden to every person as of the coming into force of the agreement and for as long as the right to strike and lock out is not acquired in accordance with the provisions of the Labour Code (CQLR, chapter C-27).

10-5.00 PRINTING (PROTOCOL)

10-5.01

The text of the agreement shall be printed at the expense of the Ministère and the Fédération. The latter shall make available to the parties a digital version of the agreement on the Management Committee's website. The Association shall be entitled to 20 copies and shall ensure the distribution of the copies to the teachers.

The Association shall also be entitled to 75 copies of the English version.

The parties agree that, as of the next agreement, only its digital version shall be made available to the parties.

10-6.00 BUDGETARY RULES

10-6.01

A) As soon as the board receives from the Ministère the draft budgetary rules for consultation, it shall forward a copy thereof to the union and shall notify the union of the time allotted by the Ministère in which to respond to the consultation. The union shall, within the time allotted, make comments that it deems appropriate to the board.

B) No later than June 15 of each year, the board shall forward to the union the information concerning the application of the budgetary rules to the board as contained in the following documents:

- the budgetary rules for the following year;
- the board's specific allocation parameters for the normalized basic allocations and the supplementary basic allocations;
- the board's specific calculation of the subsidized cost per teacher.

C) Once its budgetary forecasts for the following year have been approved, the board shall forward a copy thereof to the union.

D) No later than November 15 of each year, the board shall forward to the union a copy of its revised budget, where applicable, on the basis of the number of students on September 30.

10-7.00 EQUAL OPPORTUNITY

10-7.01

If the board decides to implement an equal opportunity program, the program shall be a subject submitted for consultation to the participating body of teachers at the board level determined under Chapter 4-0.00.

10-7.02

The consultation shall focus on the following:

a) the possibility of setting up an equal opportunity advisory committee grouping together all categories of personnel, it being specified that only one equal opportunity committee may exist at the board and that the union shall appoint its representative to that committee;

should such a committee be set up, consultation on the items in subparagraphs b) and c) shall be carried out by the committee;

b) the diagnostic analysis, where applicable;

c) the contents of the equal opportunity program, namely:

- the objectives sought;
- the corrective measures;
- the time frame;
- mechanisms allowing the evaluation of the progress made and the problems encountered.

10-7.03

An equal opportunity measure which adds to, subtracts from or modifies a provision of the agreement must be the subject of a written agreement in accordance with article 9-5.00 in order to come into force.

10-8.00 TECHNOLOGICAL CHANGES

10-8.01

The use of a computer by a teacher as part of his or her teaching duties shall be a subject submitted to the participating body of teachers at the board level as determined under Chapter 4-0.00.

10-8.02

The use of a computer by a teacher in carrying out tasks related to his or her general duties shall be a subject submitted to the participating body of teachers at the board level determined under Chapter 4-0.00.

10-9.00 SEXUAL HARASSMENT IN THE WORKPLACE

10-9.01

Sexual harassment in the workplace is defined as imposed or unwanted sexual advances compromising a right recognized by the agreement.

10-9.02

A teacher shall be entitled to work in an environment free from sexual harassment; to this effect, the board shall take reasonable measures in order to promote a working environment free from sexual harassment and to stop any sexual harassment brought to its attention.

10-9.03

The teacher who claims to have been sexually harassed may meet with a board representative in order to try to find a solution to his or her problem; during a meeting with the board within the context of this clause, a union representative may accompany the teacher, if the latter so desires.

10-9.04

Any grievance regarding sexual harassment in the workplace shall be submitted to the board by the plaintiff or the union with the consent of the plaintiff according to the procedure provided for in article 9-1.00.

10-9.05

Within 10 days of the plaintiff's written request, the board and the union shall establish an ad hoc committee made up of a member designated by each party.

The committee's mandate shall be to study the grievance, the facts and circumstances which gave rise to the grievance and to recommend, where applicable, the measures which it deems appropriate.

The committee shall submit its report within 30 days of the date on which the request to establish the committee was made.

10-9.06

The names of the persons involved and the circumstances surrounding the grievance must be treated in a confidential manner, particularly by the board and the members of the committee, except if such information is required for the purpose of the inquiry concerning the grievance or the application of a measure taken by virtue of the agreement.

10-9.07

Should a solution be deemed unsatisfactory, the plaintiff or the union, with the consent of the plaintiff, may refer the grievance to arbitration in accordance with the procedure provided for in article 9-2.00. If a committee was established, the grievance shall be referred to arbitration within 45 days of the committee's report.

10-9.08

A grievance dealing with sexual harassment in the workplace shall be given priority.

10-9.09

This article applies to teachers-by-the-lesson and casual supply teachers.

10-10.00 HYGIENE, OCCUPATIONAL HEALTH AND SAFETY

10-10.01

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

10-11.00 EMPLOYEE ASSISTANCE PROGRAM

10-11.01

If the board decides to implement an employee assistance program, the program shall be a subject submitted for consultation to the participating body of teachers at the board level determined under Chapter 4-0.00.

10-11.02

The employee assistance program shall contain mechanisms that guarantee confidentiality and ensure that participation is on a voluntary basis.

10-12.00 COMING INTO FORCE OF THE AGREEMENT

10-12.01

A) This agreement shall come into force on the date it is signed[1], subject to any other specific provision stating a different implementation date.

B) The agreement shall expire on March 31, 2020. The working conditions applicable on March 31, 2020 shall continue to apply until the coming into force of a new agreement.

10-12.02 Provisions of the former agreement

Unless specifically provided otherwise, the agreement shall replace all the provisions of the former agreement.

Notwithstanding the preceding paragraph, the provisions of the former agreement negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2) continue to apply until they are amended, repealed or replaced pursuant to an agreement between the board and the union as prescribed in the Act.

10-13.00 1989-1995 AGREEMENT AND 2000-2003 AGREEMENT

10-13.01

The expression "1989-1995 agreement" means the 1989-1991 agreement and its extensions up to June 30, 1995.

10-13.02 2000-2003 Agreement

The expression "2000-2003 agreement" means the 2000-2002 agreement and its extension up to June 30, 2003.

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[1] Read September 22, 2016 for the 2015-2020 agreement.

10-14.00 RETROACTIVITY

10-14.01

This article applies to full-time or part-time teachers, teachers-by-the-lesson, casual supply teachers and hourly paid teachers.

10-14.02

The term “salary” used in this article includes, in this particular case, the salary itself, that is, the salary scale prescribed in clause 6-5.03 or the rates found in clauses 6-7.02, 6-7.03 and 11-2.02 as well as, if need be, any amount owing under the agreement, namely:

- the benefits and allowances paid by the board under articles 5-10.00 and 5-13.00;

- the remuneration to be paid for substitution under clause 6-8.02;

- the annual supplement prescribed in article 6-6.00;

- the remuneration to be paid for excess periods paid under subclause C) of clause 8-6.02 and of subclause G) of clause 11-10.04;

- the premiums for regional disparities prescribed in clause 12-2.01;

- the retention premium prescribed in clause 12-9.02;

- the additional remuneration to which the teacher is entitled as of the 141st workday of the 2014-2015 school year until the 140th workday of the 2015-2016 school year, as provided for under subparagraph 1 of subclause B) of clause 6-5.02, subparagraph 1 of subclause F) of clause 6-7.02, subparagraph 1 of subclause F) of clause 6-7.03, and subparagraph 1 of subclause E) of clause 11-2.02.

Section 1 Determination of retroactive amounts owing

10-14.03 For the period between the 141st workday of the 2014-2015 school year and the date of the coming into force of the agreement

A teacher shall be entitled to receive a retroactive amount based on the duration of his or her service equal to the difference, if it is positive, between:

- the salary and additional remuneration that he or she should have received for the period between the 141st workday of the 2014-2015 school year and the date of the coming into force of the agreement;

  AND

- the salary and additional remuneration to which he or she was entitled during that same period.

Section 2 Payment of retroactive amounts owing

A) Amounts owing to a teacher still in the employ of the board on the date of the coming into force of the agreement

10-14.04 Amounts owing under clause 10-14.03

The amounts owing for the period specified shall be paid within 60 days of the date of the coming into force of the agreement.

B) Amounts owing under clause 10-14.03 to a teacher who is no longer in the employ of the board on the date of the coming into force of the agreement

Forwarding of relevant information

10-14.05

Within 60 days of the coming into force of the agreement, the board shall forward to the union the list of teachers whose departure date is after the 140th workday of the 2014-2015 school year including their latest known address.

10-14.06

The board and the union shall work together to collect any relevant information about the teachers concerned, particularly, their latest known address.

10-14.07

The amounts owing under clause 10-14.03 to the teacher who is no longer in the employ of the board on the date of the coming into force of the agreement shall be forwarded to the latest known address not later than 15 days[1] of the date on which the payment is made to teachers still in the employ of the board under clause 10-14.04.

Section 3 Miscellaneous provisions

10-14.08 Eligibility of beneficiaries

Any amount owing to a teacher under this article shall be payable, where applicable, to his or her beneficiaries.

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[1] Excluding the months of July and August

10-14.09

Any error that occurs in the final payment of any retroactive amount owing must be rectified as soon as possible.

Any amount paid in excess may be recovered by the board insofar as it is provided for under article 6-9.00.

If not, the following provisions apply:

a) in the case of a teacher who has left the board, the board shall recover the amount owing according to applicable laws;

b) in the case of a teacher who is still in the employ of the board, the board shall agree with the teacher and the union on the terms and conditions of reimbursement before claiming the amount paid in excess. Failing agreement, the board shall determine terms and conditions of reimbursement that must ensure that the deduction will not exceed more than 10% of the gross salary per pay.

CHAPTER 11-0.00 ADULT EDUCATION

11-1.00 DEFINITIONS AND PRELIMINARY PROVISIONS

Definitions

11-1.01

Chapter 1-0.00 applies by adding the following definition:

Adult education specialty

One of the specialties defined as such by the board after consultation with the union.

Preliminary provisions

11-1.02

Whenever a provision of this chapter refers to another provision which is not included in the chapter, the latter provision shall apply by making the necessary changes, subject to clause 2-1.05 and to the other provisions of this chapter.

11-1.03

Unless the context indicates otherwise, for the purpose of applying this chapter, whenever a clause or article in this chapter refers to a clause or article containing the word "school", it shall be replaced by "centre".

11-2.00 HOURLY PAID TEACHERS AND PROVISIONS CONCERNING THE ENGAGEMENT OF HOURLY PAID AND PART-TIME TEACHERS

Hourly paid teachers

11-2.01

Shall apply to hourly paid teachers employed directly by the board to teach adults in adult education classes only those articles, clauses and appendices in which they are expressly mentioned, as well as:

- articles 11-1.00 and 11-2.00;
- subclause A) of clause 11-8.09;

- articles 10-1.00 to 10-4.00;
- article 10-9.00;
- article 10-12.00;
- article 10-14.00;
- Appendices 10, 29, 40 to 44.

11-2.02

A) An hourly paid teacher shall be remunerated on the basis of the following hourly rates:

Periods concerned	Hourly rates
As of the 141st workday of the 2014-2015 school year	$51.28
As of the 141st workday of the 2015-2016 school year	$52.05
As of the 141st workday of the 2016-2017 school year	$52.96
As of the 141st workday of the 2017-2018 school year	$54.02
As of the 142nd workday of the 2018-2019 school year	$55.38

B) These rates shall be for 50 to 60 minutes of teaching and the hourly paid teacher whose periods are shorter than 50 minutes or longer than 60 minutes shall be remunerated as follows: remuneration for any period shorter than 50 minutes or longer than 60 minutes shall be equal to the number of minutes divided by 50 and multiplied by the hourly rate specified above.

C) Although these rates are paid only when the teacher actually works, they include payment for work done and the same paid legal holidays as those provided for regular teachers.

D) Paragraph A) of clause 6-5.02 applies.

E) Additional remuneration

1) As of the 141st workday of the 2014-2015 school year until the 140th workday of the 2015-2016 school year, the hourly paid teacher shall be entitled to an additional remuneration of $0.68 per hour paid.

2) As of the 141st workday of the 2018-2019 school year until the 140th workday of the 2019-2020 school year, the hourly paid teacher shall be entitled to an additional remuneration of $0.37 per hour paid.

11-2.03

In hiring hourly paid teachers, the board shall endeavour to reduce double employment.

Provisions concerning the engagement of hourly paid and part-time teachers

11-2.04

The recall list in effect on June 30, 2015 for teachers of general education courses under article 11-2.00 of the 2010-2015 agreement continues to apply by virtue of this article.

11-2.05

On July 1 of each school year, the board shall add to this recall list by specialty the names of new teachers who worked in adult education during the preceding school year as hourly paid teachers or part-time teachers whom it decides to recall.

For each of the names on the recall list, the board shall record the number of hours taught in a specialty during the preceding school year.

11-2.06

If the board decides to engage an hourly paid teacher and must proceed with the engagement of a part-time teacher, it shall offer the position to the teacher who has the most teaching hours on the recall list in the specialty concerned.

11-2.07

The board may assign other teaching hours to a teacher who already has a part-time contract or is engaged at an hourly rate, regardless of the provisions contained in clause 11-2.06, if it deems that it is in the best interest of teaching.

11-2.08

The recall list may not contain the name of a person who holds a full-time position.

11-2.09

The board and the union may modify or replace the provisions of clauses 11-2.04 to 11-2.08.

11-2.10

An hourly paid teacher shall be entitled to the procedure for settling grievances with regard to the articles and clauses referred to in this article as well as the articles and clauses which specifically refer to him or her.

11-3.00 FULL-TIME AND PART-TIME TEACHERS

11-3.01

Articles 11-1.00 and 11-3.00 to 11-14.00 apply to full-time and part-time teachers employed directly by the board to teach adults within the framework of adult education courses under the jurisdiction of the board.

Moreover, clauses 11-2.05 to 11-2.09 apply to the part-time teachers mentioned in the preceding paragraph.

11-4.00 FIELD OF APPLICATION AND RECOGNITION

11-4.01

Clause 2-1.02, subparagraph 3) of clause 2-1.03 and clauses 2-1.04 and 2-1.05 apply.

11-4.02 Recognition of local parties

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-4.03 Recognition of provincial parties

Article 2-3.00 applies.

11-5.00 UNION PREROGATIVES

11-5.01 Communication and posting of union notices

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-5.02 Use of school board premises for union purposes

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-5.03 Documentation to be provided to the union

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-5.04 Union system

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-5.05 Union delegate

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-5.06 Releases for union activities

Article 3-6.00 applies.

11-5.07 Deduction of union dues or their equivalent

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-6.00 METHODS, SUBJECTS AND PROCEDURES OF PARTICIPATION OF TEACHERS OTHER THAN THE SUBJECTS (AND THEIR METHODS) NEGOTIATED AND AGREED UPON AT THE PROVINCIAL LEVEL

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-7.00 CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS

Engagement

11-7.01 Engagement (subject to security of employment, priorities of employment and acquisition of tenure)

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

Contracts of engagement

11-7.02

Clauses 5-1.02, 5-1.08 and 5-1.09 apply.

11-7.03

The board shall comply with the provisions of clauses 11-7.01 to 11-7.12 as regards the engagement of full-time and part-time teachers.

11-7.04

Moreover, the board shall comply with the provisions of clauses 11-2.05 to 11-2.09 as regards the engagement of part-time teachers.

11-7.05

Clause 5-1.04 shall apply.

11-7.06

A part-time contract can stipulate that a teacher work on a full-time basis for one complete school year.

11-7.07

A) For the duration of the agreement, the board shall maintain the number of regular positions at the June 30, 2003 level, unless this results in a teacher being placed on availability.

B) Notwithstanding subclause A), the number of regular positions to be maintained under this subclause shall be reduced by a number equivalent to the number of definitive departures in a specialty that is undergoing a reduction in clientele deemed significant by the board in the three years preceding the current year (see Appendix 33).

C) Subclause B) shall apply only as of the moment at which the number of actual regular positions reaches the number of regular positions as at June 30, 2003.

D) It is the board's responsibility to determine in which specialty positions will be maintained. The union may make representations to the board following a definitive departure.

11-7.08

The board shall grant a part-time contract in the following cases:

a) to provide, during the same school year, a predetermined number of teaching hours equal to or greater than 240 hours;

b) to provide, during the same school year, a number of teaching hours over and above the 240 hours, provided that the number of hours exceeding these 240 hours in that school year be predetermined as equal to or greater than 25 hours.

When the board assigns other teaching hours to a teacher who has a part-time contract, the board shall add these teaching hours[1] to the number of teaching hours specified in the contract, up to a full annual teaching load.

The absence of legal qualifications may not be invoked against any teacher including an hourly paid teacher eligible to a part-time contract who has met, within the time limits prescribed, the conditions established for obtaining the legal qualifications but who has not produced the required documents due to an administrative delay not attributable to him or her.

11-7.09

Clause 11-7.08 applies only to the teaching hours provided in general education within the framework of courses funded by the Ministère or the Minister of Labour, Employment and Social Solidarity under the terms of the Canada-Québec Labour Market Agreement in Principle and qualified as "training purchases".

Without modifying the scope of the preceding paragraph, clause 11-7.08 does not apply to "popular education courses".

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[1] In the case of a replacement, the teaching hours shall be added only if the number of hours exceeds 12 consecutive hours of absence of a full-time or part-time teacher.

11-7.10

Should there be a change in the designation of the expressions "training purchases" and "popular education courses" used in this article without altering the meaning, that designation shall automatically be changed in this article.

11-7.11

Subclause A) of clause 5-1.13 applies.

Notwithstanding the preceding paragraph, the board may reduce the duration of a part-time contract or the number of hours prescribed therein to take into account the decrease in the number of students.

11-7.12 Consequence of refusing a regular teaching position assigned under subparagraph 9) of subclause A) of clause 5-3.20

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

If no such provisions exist, the consequence is the same as that for refusing a part-time contract by making the necessary changes.

11-7.13 Seniority

A) Article 5-2.00 applies, subject to subclauses B) and C) below:

B) However, clause 5-2.05 is replaced by the following:

Subject to article 5-2.00, seniority shall be calculated in the following manner:

1) for each school year during which a teacher had a full-time contract for 200 workdays or who, under contract, carried out a full annual teaching load, one year of seniority shall be recognized;

2) for each school year during which the teacher had a full-time contract for less than 200 workdays and did not, under the full-time contract, carry out a full annual teaching load, the board shall recognize a fraction of a year established according to the following formula: the number of workdays included in that period, divided by 200;

3) for each school year during which the teacher had a part-time contract, the board shall recognize a fraction of a year proportional to his or her teaching load in relation to a full annual teaching load;

4) for each year taken separately before the teacher has a contract, the number of days recognized for the school year in question shall be obtained by dividing by four the number of 50- to 60-minute periods devoted to teaching adults or performing a pedagogical function within the meaning of clause 11-10.02. If the total number of days thus calculated is 200 days or more, one year of seniority shall be recognized. If the total is less than 200 days for the school year, the number of days thus calculated shall be accumulated and every block of 200 days shall equal one year of seniority.

C) Clause 5-2.07 shall apply subject to the following provisions:

1) Notwithstanding subparagraph c) of clause 5-2.07, a teacher who is not reengaged because of a surplus of personnel lasting more than 24 consecutive months shall not lose his or her seniority provided he or she is engaged by the board as an hourly paid teacher to teach at least 50 teaching periods (50 to 60 minutes) for purposes other than replacement (occasional supply teaching), each school year following the year in which he or she is not reengaged.

2) Notwithstanding subparagraph d) of clause 5-2.07, a part-time teacher whose engagement contract expired more than 24 consecutive months ago shall not lose his or her seniority provided he or she is engaged by the board as an hourly paid teacher to teach at least 50 teaching period (50 to 60 minutes), for purposes other than replacement (occasional supply teaching), each school year following the expiry of his or her contract.

3) As regards teaching periods taught as an hourly paid teacher under subparagraphs 1) and 2), when, if applicable, the teacher obtains a new contract after his or her engagement as an hourly paid teacher, his or her seniority shall be recognized in accordance with subparagraph 4) of subclause B).

11-7.14 Movement of personnel and security of employment

A) Clauses 5-3.01 to 5-3.12 apply.

B) **Assignment and transfer procedures**

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

C) Clauses 5-3.20 and 5-3.22 to 5-3.31 apply.

However, subparagraph 9) of subclause A) of clause 5-3.20 is replaced by the following:

9) The board shall engage, according to seniority, a teacher registered in the specialty concerned on the recall list prescribed in clauses 11-2.04 to 11-2.09 who has accumulated two years of seniority or more on the preceding June 30 and who, where applicable, meets the pertinent requirements that the board may set under subclause D). If no such list exists, the board shall engage, according to seniority, a nonregular teacher who has accumulated two years of seniority or more on the preceding June 30 and who, where applicable, meets the pertinent requirements that the board may set under subclause D).

The board shall not consider teachers referred to in the preceding paragraph who notified the board prior to June 1 of a given year that they would not be available to hold such a position for the following school year.

The board and the union may modify or replace this subparagraph.

Moreover, subclause D) of clause 5-3.20 is replaced by the following:

D) For the purpose of applying the preceding subparagraph 9) of subclause A), the board may, in order to fill a position, set requirements that are pertinent to that position, after consulting the union.

Where the union contests, by means of a grievance, the decision of the board to not grant a position to a teacher whose name is entered on the recall list prescribed in clauses 11-2.04 to 11-2.09 or, if no such list exists, to a nonregular teacher who has accumulated two years of seniority or more on the preceding June 30, the board must establish that its decision is well-founded.

The board and the union may modify or replace this subclause.

D) **Rules governing the distribution of duties and responsibilities among the teachers of a centre**

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

E) If the board decides to reduce its staff, a teacher in staff excess shall be nonreengaged if he or she has not acquired tenure or placed on availability if he or she has acquired tenure. The board must notify the teacher who is nonreengaged or placed on availability by registered letter or certified mail before June 1 of the current school year. The nonreengagement or placement on availability shall be carried out within the specialty taught where there is a staff excess according to the inverse order of seniority.

If a staff excess is ascertained after June 1, the teacher shall be in assignment surplus and the board may use the teacher's services as if he or she were on availability. Moreover, the services of a teacher who becomes assignment surplus by the application of subclause B) of clause 11-7.14 or subparagraph 2) of subclause A) of clause 5-3.20 may be used by the board as if he or she were on availability. The teacher in assignment surplus shall maintain his or her specialty.

F) For the purpose of this clause, the teaching specialty described in clause 11-1.01 shall be substituted for the notion of field of teaching.

11-7.15 Measures designed to reduce the number of teachers on availability or to be placed on availability

Article 5-4.00 applies.

11-7.16 Promotion

Article 5-5.00 applies.

11-7.17 Personal file

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-7.18 Dismissal

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-7.19 Nonreengagement

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-7.20 Resignation and breach of contract

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-7.21 Insurance plans

Article 5-10.00 applies by making the necessary changes in clause 5-10.20 to take into account the period covered by the work year.

11-7.22 Regulations regarding absences

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-7.23 Civil responsibility

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-7.24 Parental rights

Article 5-13.00 applies.

11-7.25 Special leaves

Article 5-14.00 applies.

11-7.26 Nature, duration, terms and conditions of leaves of absence without salary as well as the inherent rights and obligations except those provided for parental leaves, for participation in public office and for union activities

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-7.27 Leaves of absence for matters related to education

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-7.28 Sabbatical leave with deferred salary

Article 5-17.00 applies.

11-7.29 Leaves for public office

Article 5-18.00 applies.

11-7.30 Teacher's contribution to a savings institution or credit union

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-7.31 Leaves for loan of service

Article 5-20.00 applies.

11-7.32 Progressive retirement plan

Article 5-21.00 applies.

11-8.00 REMUNERATION OF TEACHERS

11-8.01 Evaluation of schooling

Article 6-1.00 applies.

11-8.02 Classification

Article 6-2.00 applies.

11-8.03 Reclassification

Article 6-3.00 applies.

11-8.04 Recognition of years of experience

Article 6-4.00 applies. However, for the purpose of determining the number of years of experience of a teacher who is engaged as a full-time or part-time teacher for each year taken separately, the quotient obtained by dividing by four the total number of 50 to 60 minute periods devoted to teaching adult education or vocational education courses or to performing a pedagogical function within the meaning of clause 11-10.02 shall determine the number of days of experience recognized for the school year in question. For the period during which a teacher did not have a full-time contract in the adult education sector, clause 6-4.03 shall apply for the purpose of calculating the number of years of experience.

11-8.05 Salary and salary scales

Article 6-5.00 applies.

11-8.06 Annual supplements

Article 6-6.00 applies.

11-8.07 Part-time teacher

A) A part-time teacher shall be entitled to a salary proportional to the time he or she devotes to the presentation of courses and lessons as well as to the pedagogical follow-up related to his or her specialty as required by the board in relation to the 20 hours provided by the regular teacher during the workweek.

The same shall hold true for premiums for regional disparities and special leaves.

B) A part-time teacher shall also be entitled to hours devoted to pedagogical activities or parts of pedagogical days to be determined by the board. The number of hours[1] devoted to such activities shall be based on the hours specified for the regular teacher proportional to the number of teaching hours specified in his or her part-time contract in relation to a full annual teaching workload.

The number of hours thus obtained shall be added to the teaching hours specified in the contract. However, the total must not exceed a full annual teaching workload.

C) If the board exceeds, for a part-time teacher, the 800 hours to be devoted to teaching courses and lessons as well as for the pedagogical following related to his or her specialty, the second paragraph of subclause G) of clause 11-10.04 shall apply.

11-8.08 Miscellaneous provisions concerning remuneration

Clauses 6-8.01, 6-8.03 and 6-8.04 apply.

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[1] If the number of hours thus obtained is not a whole number one proceeds as follows:

if the fraction is less than 0.5, it is dropped; if the fraction is equal to or greater than 0.5, the fraction is rounded off to the next whole number.

11-8.09

A) For the purposes of applying this chapter, the expression:

- "up to the 140th workday of the school year" means up to the 140th workday determined in the context of the distribution of the workdays in the calendar year prescribed in clause 8-4.02;

- "up to the 141st workday of the school year" means up to the 141st workday determined in the context of the distribution of the workdays in the calendar year prescribed in clause 8-4.02;

- "as of the 141st workday of the school year" means as of the 141st workday determined in the context of the distribution of the workdays in the calendar year prescribed in clause 8-4.02;

- "as of the 142nd workday of the school year" means as of the 142nd workday determined in the context of the distribution of the workdays in the calendar year prescribed in clause 8-4.02.

B) The salary including supplements and premiums, if any, to which the full-time teacher is entitled shall be adjusted and paid, where applicable, within 30 days of the 141st day to ensure that he or she receives:

- 60/200 of his or her applicable annual salary, including applicable supplements and premiums, if any, according to the applicable scale and amounts as of the 141st workday of the school year for each of the following school years: 2014-2015, 2015-2016, 2016-2017 and 2017-2018;

- 140/200 of his or her applicable annual salary including applicable supplements and premiums, if any, according to the applicable scale and amounts up to the 140th workday of the school year for each of the following school years: 2015-2016, 2016-2017 and 2017-2018.

C) The salary, as well as supplements and premiums, if any, to which the full-time teacher is entitled, shall be adjusted and paid, where applicable, within 30 days of the 142nd day to ensure that he or she receives:

- 141/200 of his or her applicable annual salary, as well as applicable supplements and premiums, if any, at the applicable scale and amounts up to the 141st workday of the 2018-2019 school year;

- 59/200 of his or her applicable annual salary, as well as applicable supplements and premiums, if any, at the applicable scale and amounts up to the 142nd workday of the 2018-2019 school year;

- 140/200 of his or her applicable annual salary, as well as applicable supplements and premiums, if any, at the applicable scale and amounts up to the 140th workday of the 2019-2020 school year;

D) The additional remuneration provided for under subparagraph 2) of subclause B) of clause 6-5.02 due to the full-time teacher shall be adjusted and paid, where applicable, within 30 days of said 141st workday to ensure that he or she receives:

- 60/200 of his or her additional remuneration applicable as of the 141st workday of the 2018-2019 school year;

- 140/200 of his or her additional remuneration applicable up to the 140th workday of the 2019-2020 school year.

E) Any other amount owing to the full-time teacher under this chapter shall also be adjusted, where applicable, according to the formula established in the preceding subclauses B), C) and D) by making the necessary changes.

11-8.10 Terms and conditions for the payment of salary and other amounts owing by virtue of the agreement

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-9.00 PROFESSIONAL IMPROVEMENT SYSTEM

11-9.01 Amounts allocated

Article 7-1.00 applies. However, the number of full-time teachers in adult education, excluding those on availability, shall be added to the number of teachers provided for in clause 7-1.01 for the purpose of determining the total amount available for professional improvement for all the teachers covered by the agreement.

11-9.02 Remote regions (Protocol)

Article 7-2.00 applies.

11-9.03 Professional improvement (subject to the amounts allocated and the provincial professional improvement programs)

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-10.00 TEACHER'S WORKLOAD AND ITS ORGANIZATION

11-10.01 General principles

Article 8-1.00, with the exception of clause 8-1.04, applies.

11-10.02 General duties

The teacher shall provide learning and educational activities to students.

In this context, his or her main responsibilities are:

1) prepare and present courses within the guidelines of the authorized programs;

2) assist the adult in determining his or her educational profile in relation to his or her career plans and knowledge;

3) assist the adult in choosing learning methods and in determining the time to be devoted to each program and point out to him or her the difficulties which must be overcome in order to achieve each stage;

4) follow the adult's progress and ensure himself or herself of the validity of the student's learning process;

5) supervise and evaluate experimental projects and internships in the workplace;

6) prepare, administer and correct tests and examinations and complete the reports related to this duty;

7) ensure the support necessary for learning activities by participating in the following tasks: arrival and dismissal from class and enrollment of adults, identification of problems that must be referred to professionals in personal assistance, organization and supervision of sociocultural activities;

8) monitor the late arrivals and absences of his or her students;

9) attend meetings related to his or her work;

10) perform other duties which may usually be assigned to teaching personnel.

11-10.03 Work year

A) The teacher's work year shall comprise 200 workdays within the school year.

B) **Distribution in the calendar year of the workdays excluding the determination of the number of workdays**

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-10.04 Workweek

A) The teacher's regular workweek shall be five days, from Monday to Friday, and involve 32 hours of work at the centre. However, the board or the centre administration may, with respect to the 27 hours of work provided for in subparagraph 1) of subclause B), assign the teacher to a workplace other than the centre. In addition, at the teacher's request, the board or the centre administration may, with respect to the five hours provided for in subparagraph 2) of subclause B), assign a teacher to a workplace other than the centre.

B) The regular workweek shall comprise:

1) 27 hours of work at the location assigned to each teacher by the board or centre administration;

2) 5 hours to perform the personal work provided for in the general duties set out in clause 11-10.02.

These five hours include the students' break or recess time when it is between two periods[1] of workload assigned by the administration and for which no other workload is assigned.

C) 1) After agreement of the centre administration and the teacher, the 27 hours of work may be exceeded in order to carry out a duty prescribed under the general duties. In this case, exceeding 27 hours shall be compensated during other weeks by an equivalent increase in the hours prescribed for carrying out work of a personal nature.

2) The provisions of subparagraphs 1) and 2) of subclause F) of this clause must be respected with the necessary changes.

D) Unless otherwise agreed by the board and the union, the 27 hours of work provided for in subparagraph 1) of subclause B) shall be performed at times established for each teacher by the board or the centre administration.

E) Unless otherwise agreed by the board and the union, the 32 hours of the workweek shall take place within a weekly 35-hour schedule, which shall also be established for each teacher by the board or the centre administration.

This 35-hour schedule shall not include the period[1] set aside for meals.

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[1] The definition of period under clause 1-1.36 shall not apply.

F) 1) It is the teacher's responsibility to determine what work he or she will do during the hours provided for in subparagraph 2) of subclause B), of the personal work provided for in the general duties set out in clause 11-10.02. It is also the teacher's responsibility to determine the times at which this personal work will be done, from that which has not already been set aside by the board or the centre administration for the 27 hours of work and for the times set in the last paragraph of subparagraph 2) of subclause B).

2) Except for the times set in the last paragraph of subparagraph 2) of subclause B), the following procedures shall apply concerning the determination of the times at which the personal work provided for in subparagraph 2) of subclause B) will be done, these procedures subject to a different agreement between the board and the union:

i) the teacher shall notify the centre administration of the determination of the appropriate times for doing the personal work as soon as possible after the beginning of the work year, making sure that each moment thus determined shall offer minimal duration equal to the shortest duration of students' break or recess time in accordance with subparagraph 2) of subclause B);

ii) then, such determination shall be modified by the teacher to take into account any determination made by the centre administration with respect to the times at which the 27 hours of work shall be done;

iii) if, during the year, the teacher wishes to make occasional or permanent changes to the determination of the times provided for the personal work provided for in subparagraph 2) of subclause B), he or she shall proceed as follows:

if it is an occasional change, the teacher must notify the centre administration at least 24 hours in advance;

if it is a permanent change, he or she must notify the centre administration at least five days in advance;

the notice must indicate the reason for the change.

3) The personal work provided for in subparagraph 2) of subclause B) shall be done during the weekly 35-hour schedule, subject to subclause E).

Notwithstanding the foregoing and subclause E), upon agreement between the teacher and the centre administration, the moments of this personal work determined by the teacher through the application of sub-paragraph 1) of subclause F) may be done outside the weekly 35-hour schedule.

The moments of this personal work determined by the teacher through the application of sub-paragraph 1) of subclause F) may also, if the teacher so decides, be done outside the weekly 35-hour[1] schedule, under the following conditions:

i) this work shall be done during the centre's operating hours, during any period[2] immediately following the teacher's schedule, or during any part of the meal period provided for in clause 11-10.06 exceeding 50 minutes;

ii) the times at which this work is done during such meal period shall not exceed two hours a week.

G) Regular teachers

During a regular workweek, the time devoted to teaching courses and lessons within the limits of the programs authorized by the board, as well as the time devoted to pedagogical follow-up related to the teacher's specialty and required by the board, shall be 20 hours. These 20 hours may be considered a weekly average, allowing more hours some weeks and less others. In such a case, however, the time to be devoted to teaching courses and lessons within the limits of the programs authorized by the board, as well as the time devoted to pedagogical follow-up related to the teacher's specialty and required by the board shall remain at 800 hours[3] a year.

If, for a teacher, the board exceeds the 800 hours to be devoted to teaching courses and lessons and to the pedagogical follow-up defined above, the teacher shall be entitled, for each additional 50- to 60-minute period, to compensation equal to 1/1000 of his or her annual salary. Payment of such compensation shall be made on the final salary payment for the school year in question.

11-10.05 Terms and conditions for the distribution of work hours

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-10.06 Meal period

Unless there is an agreement to the contrary between the board and the union, the teacher shall be entitled to a period of 60 minutes for his or her meal.

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1 If the teacher is unable to do his or her personal work, in full or in part, outside the weekly 35-hour schedule because of the limited operating hours of the centre, the board and the union shall agree on other terms and conditions than those provided for in this subparagraph.

2 The definition of period under clause 1-1.36 shall not apply.

3 Including 24 hours devoted to pedagogical days or parts of pedagogical days to be set by the board. Only the first four hours of a pedagogical day shall be taken from the bank of 24 hours.

11-10.07 Department head

A) If the board decides to appoint teachers to the position of department head, they shall be under the responsibility of the principal and their appointment shall only be valid insofar as this clause is complied with in its entirety.

B) The position of department head shall comprise two aspects, namely his or her function as a teacher and his or her actual function as department head.

C) As regards his or her actual function as department head, the department head must carry out the following duties and responsibilities:

1) assume the coordination and animation tasks related to teaching activities;

2) act as coordinator and animator for the teachers in his or her department and to encourage them to develop and jointly define, within the guidelines of the policies and programs in effect, the content, the teaching methods and techniques, as well as the measurement and evaluation methods likely to promote student learning;

3) collaborate with the other teachers and professionals in taking the appropriate measures to meet the students' individual needs;

4) in particular, assist the teacher on probation in his or her department and participate in his or her evaluation;

5) at the request of his or her superior, collaborate in determining the needs in teaching and consumable materials for his or her department and in monitoring their use.

D) Every department head may be released from a portion of his or her teaching duties in order to allow him or her to better fulfill his or her function as department head. The time of the release must be devoted exclusively to his or her function as department head. The board shall determine, after consultation with the union, the portion for each department head. However, the partial release may not exceed 10 hours per week.

E) The appointment of a teacher as department head shall terminate automatically and without notice on June 30 of the school year in question, unless the duration of the appointment is for less than a year.

11-10.08 Special conditions

Clauses 8-7.01, 8-7.04, 8-7.06 and 8-7.08 apply.

11-10.09 Travel expenses

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-10.10 Additional workdays

A teacher covered by this article may, at the request of the board, accept to teach on days outside the 200 workdays included in his or her annual full-time teaching contract. In this case, however, the only provisions that apply to him or her are those stipulated in clause 11-2.02 for the extra days he or she has taught.

11-10.11 Supply teaching

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-10.12 Provisions dealing with special needs students

A) Except for the application of subclause H), only students with special needs who are persons covered under section 1 of the Education Act (CQLR, chapter I-13.3) shall benefit from this article.

B) 1) Early prevention and intervention are the concern of all intervenors and are essential for ensuring student success.

The parties recognize the importance of detecting students with special needs as early as possible in their schooling or ensuring the transition of students from the youth sector so as to determine the services that may be offered.

2) In this context, the centre administration shall provide the teacher, upon his or her request, with information on students with special needs, which information shall be obtained by allowing teachers to access the students' files. The information shall be given, provided it is available and in the student's interest, the foregoing subject to the respect of persons and the code of ethics.

3) In addition, the parties recognize that the teacher is the first intervenor with students and, as such, must note and share with other intervenors the information and observations concerning the students, especially those concerning actions already taken.

C) Services that may be offered must be in keeping with the resources available to the centre and determined by the board.

D) The parity committee referred to in clause 8-9.04 may make recommendations to the board on the distribution of the resources available to the centre.

E) When a teacher detects a student whose difficulties persist, despite the actions taken and the services offered, he or she may present the situation to the centre administration.

F) It is up to the administration to study each situation presented and to make the appropriate decisions particularly with respect to the services that may be provided.

G) The teacher concerned may avail himself or herself of the mechanism agreed to under subclause E) of clause 8-9.04.

H) In addition to the services that may be provided by the centre, students may be referred by the centre intervenors to various community organizations offering services which they may need, particularly organizations under the responsibility of the Ministère de la Santé et des Services Sociaux.

11-11.00 SETTLEMENT OF GRIEVANCES AND TERMS AND CONDITIONS FOR AMENDING THE AGREEMENT

11-11.01 Grievances and arbitration (for matters not negotiated at the local level)

Articles 9-1.00, 9-2.00 and 9-3.00 apply.

11-11.02 Grievances and arbitration (for matters negotiated at the local level)

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-11.03 Terms and conditions for amending the agreement

Articles 9-5.00 and 9-6.00 apply.

11-12.00 PREMIUMS FOR REGIONAL DISPARITIES

Chapter 12-0.00 applies.

11-13.00 GENERAL PROVISIONS

11-13.01

Articles 10-1.00 to 10-9.00, 10-11.00, 10-12.00 and 10-14.00 apply.

11-13.02 Hygiene, occupational health and safety

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

11-14.00 APPENDICES

Subject to clause 10-2.04, the following appendices apply: 3-B), 3-C), 5 to 10, 13 to 17, 26, 29, 34, 36 to 38, and 40 to 44.

CHAPTER 12-0.00 PREMIUMS FOR REGIONAL DISPARITIES

12-1.00 DEFINITIONS

12-1.01 For the purpose of this chapter, the following terms mean:

a) Dependent:

the spouse, dependent child as defined in clause 5-10.02 and any other dependent within the meaning of the Taxation Act (CQLR, chapter I-3), provided this person lives with the teacher. However, for the purposes of this chapter, income earned from the employment of the teacher's spouse shall not deprive the latter of the status of dependent.

The fact that a child attends a recognized public secondary school in a locality other than the locality in which the teacher resides shall not deprive him or her of the status of dependent if another public secondary school is not available in the locality in which the teacher resides.

Similarly, the fact that a child attends a recognized public preschool or elementary school in a locality other than the locality in which the teacher resides shall not deprive him or her of the status of dependent if another recognized public preschool or elementary school, as the case may be, in not available in the child's language of instruction (French or English) in the locality in which the teacher resides.

In addition, a child aged 25 or under shall be deemed to hold the status of dependent if he or she meets the following three conditions:

- the child attends a recognized public postsecondary institution full-time in a locality other than the locality in which the teacher resides if the teacher works in a locality in sector III, IV and V, excluding Parent, Sanmaur and Clova or working in the locality of Fermont;

- the child once held the status of dependent in accordance with the above definition;

- the teacher provided the supporting documents attesting that the child is enrolled full-time in a postsecondary program, namely, proof of enrollment at the beginning of the term and proof of attendance at the end of the term.

Recognition of the status of dependent as defined in the above paragraph shall entitle the teacher to retain his or her isolation and remoteness premium and entitle the dependent child to the provisions concerning outings.

However, transportation expenses allocated to the dependent from other programs shall be deducted from the benefits related to outings for the dependent child.

The specific provisions in the fourth paragraph shall not apply to the provisions concerning lodging and food transportation.

b) Point of departure:

domicile in the legal sense of the word upon engagement insofar as the domicile is situated in one of the localities of Québec. The said point of departure may be modified by an agreement between the board and the teacher, subject to it being situated in one of the localities of Québec.

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

12-1.02 For the purposes of this chapter, the following sectors include:

a) sector I:

Chapais and Chibougamau; Angliers, Béarn, Belleterre, Duhamel, Fabre, Fugèreville, Guérin, Kipawa, Laforce, Latulippe, Laverlochère, Lorrainville, Moffet, Nédélec, Notre-Dame-du-Nord, Rémigny, Saint-Bruno de Guigues, Saint-Eugène de Guigues, Témiscaming, Ville-Marie and Winneway; Matagami and Lebel-sur-Quévillon;

b) sector II:

the territory of the Côte-Nord located east of the Moisie River and stretching to Hâvre St-Pierre inclusively, Fermont and Îles-de-la-Madeleine;

c) sector III:

- the territory located north of the 51st degree of latitude including Chisasibi, Kawawachikamach, Mistissini, Radisson, Schefferville and Waswanipi excluding Fermont and the localities specified in sectors IV and V;

- Clova, Parent and Sanmaur;

- the territory of the Côte-Nord stretching east of Hâvre St-Pierre to the limit of Labrador, including the Island of Anticosti;

d) sector IV:

Eastmain, Waskaganish, Inukjuak, Nemiscau, Purvinituq, Wemindji, Umiujaq, Kuujjuaq, Kuujjuarapik and Whapmagoostui;

e) sector V:

Akulivik, Aupaluk, Ivujivik, Kangiqsualujjuaq, Kangiqsujuaq, Kangirsuk, Quaqtaq, Salluit and Tasiujaq.

12-2.00 RATES OF PREMIUMS

12-2.01[1]

The teacher working in one of the sectors mentioned in clause 12-1.02 shall receive an annual isolation and remoteness premium of:

	Periods concerned / Sectors	As of the 141st workday of the **2014-2015** school year	As of the 141st workday of the **2015-2016** school year	As of the 141st workday of the **2016-2017** school year	As of the 141st workday of the **2017-2018** school year	As of the 142nd workday of the **2018-2019**[2] school year
With dependent(s)	Sector I	$8 119	$8 241	$8 385	$8 553	$8 724
	Sector II	$10 041	$10 192	$10 370	$10 577	$10 789
	Sector III	$12 633	$12 822	$13 046	$13 307	$13 573
	Sector IV	$16 429	$16 675	$16 967	$17 306	$17 652
	Sector V	$19 382	$19 673	$20 017	$20 417	$20 825
Without dependents	Sector I	$5 676	$5 761	$5 862	$5 979	$6 099
	Sector II	$6 692	$6 792	$6 911	$7 049	$7 190
	Sector III	$7 897	$8 015	$8 155	$8 318	$8 484
	Sector IV	$9 320	$9 460	$9 626	$9 819	$10 015
	Sector V	$10 994	$11 159	$11 354	$11 581	$11 813

12-2.02

The amount of the isolation and remoteness premium to which a part-time teacher is entitled shall be in proportion to the workload he or she assumes compared to the workload of a full-time teacher.

The amount of the isolation and remoteness premium to which a teacher-by-the-lesson is entitled shall be in proportion to his or her teaching time compared to the workload of a full-time teacher.

12-2.03

The amount of the isolation and remoteness premium shall be adjusted in proportion to the time worked in the board's territory included in one of the sectors described in clause 12-1.02 in relation to a period of reference established at 200 workdays.

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1 Paragraph A) of clause 6-5.02 applies with the necessary changes.

2 Transitional provision as provided for in article 8 of Section 2 of Appendix 44.

12-2.04

The teacher on maternity leave, the teacher on paternity leave and the teacher on adoption leave who remains in the territory during the leave shall continue to benefit from the provisions of this chapter.

12-2.05

If both members of a couple work for the same board or if both work for two different employers in the public and parapublic sectors, only one of the two may avail himself or herself of the premium applicable to the teacher 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 appearing in the scale "no dependents", notwithstanding the definition of the term "dependent" found in clause 12-1.01.

12-2.06

Subject to clause 12-2.03, the board shall cease to pay the isolation and remoteness premium established under this article if the teacher and his or her dependents deliberately leave the territory during a leave or paid leave of absence for more than 30 days, except if it involves annual vacation, sick leave, maternity leave, paternity leave or adoption leave or leave due to an employment injury.

12-3.00 OTHER BENEFITS

12-3.01

The board shall assume the following expenses incurred by every teacher recruited in Québec from more than 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 12-1.02:

a) the transportation expenses of the transferred teacher 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:

- 228 kilograms for each adult or each child 12 years of age and over;

- 137 kilograms for each child under 12 years of age.

c) the cost of transporting his or her furniture (including household utensils), if need be, other than those provided by the board;

d) the cost of transporting his or her vehicle, if need be, on land, by boat or train;

e) the cost of storing his or her furniture, if need be.

12-3.02

The teacher shall not be entitled to be reimbursed for these expenses if he or she is in breach of contract to go work for another employer before the 61st day of his or her stay in the territory unless the board and the union agree otherwise.

12-3.03

If the teacher who is eligible for the provisions of subparagraphs b), c) and d) of clause 12-3.01 decides not to avail himself or herself of some or of all of them immediately, he or she shall remain eligible for the said provisions during the year following the date on which his or her assignment began.

12-3.04

These expenses shall be payable provided that the teacher is not reimbursed for these expenses by another plan or his or her spouse has not received an equivalent benefit from his or her employer or another source and solely in the following cases:

a) the teacher's first assignment and the reengagement by the board of the teacher who was not reengaged because of surplus: from the point of departure to the place of assignment;

b) cancellation or nonrenewal of the contract by the board: from the place of assignment to the point of departure;

c) a subsequent assignment or transfer at the request of the board or the teacher: from one place of assignment to another;

d) breach of contract, resignation or death of the teacher: from the place of assignment to the point of departure; in the case of sectors I and II, reimbursement shall only be made in proportion to the time worked in relation to a period of reference established at 200 workdays, except in the event of death;

e) when a teacher obtains a leave of absence for educational purposes: from the place of assignment to the point of departure; in this case, the expenses referred to in clause 12-3.01 shall also be payable to the teacher whose point of departure is situated at 50 kilometres or less from the locality where he or she performs his or her duties.

12-3.05

These expenses shall be borne by the board from the point of departure to the place of assignment or shall be reimbursed upon presentation of supporting vouchers.

If a teacher is recruited from outside Québec, these expenses shall be assumed by the board without exceeding the equivalent costs between Montréal and the locality where the teacher is called to perform his or her duties.

If both spouses work for the same board, only one may avail himself or herself of the benefits granted under this article.

12-3.06

The weight of 228 kilograms provided for in subparagraph b) of clause 12-3.01 shall be increased by 45 kilograms per year of service in the territory in the employ of the board. This provision shall cover the teacher only.

12-4.00 OUTINGS

12-4.01

The fact that the teacher's spouse is employed by the public and parapublic sectors must not grant the teacher a number of paid outings which is greater than that provided for in the agreement.

12-4.02

The board shall pay directly or reimburse the teacher recruited more than 50 kilometres from the locality where he or she performs his or her duties for the expenses inherent to the following outings provided that the board is situated in one of the sectors described in clause 12-1.02:

a) for the localities in sector III, except those listed in the following subparagraph b), for the localities in sectors IV and V and Fermont: three trips per year for the teacher and his or her dependents;

b) for the localities of Clova, Hâvre St-Pierre, Parent, Sanmaur and Îles-de-la-Madeleine: one trip per year for the teacher and his or her dependents.

The initial place of recruitment shall not be modified due to the fact that the teacher nonreengaged because of a surplus of personnel, who is subsequently reengaged, chose to stay there during the period of unemployment.

These expenses shall be paid directly or reimbursed upon presentation of supporting vouchers for the teacher and his or her dependents up to, for each, the equivalent of the price of a return flight from the locality of assignment up to the point of departure situated in Québec or as far as Montréal.

12-4.03

In the cases provided for in subparagraphs a) and b) of clause 12-4.02, an outing may be used by the spouse or a family member not residing in the territory to visit the teacher who lives in one of the localities mentioned in clause 12-1.02.

12-4.04

In the case of a teacher or one of his or her dependents who must be evacuated from his or her place of work situated in one of the localities provided for in clause 12-4.02 because of illness, accident or complication related to pregnancy, the board shall pay for the cost of the return flight. The teacher 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 cost of the return flight of the person who accompanies the person who had to be evacuated from his or her workplace.

12-4.05

The board shall authorize a teacher to take a leave of absence without salary if one of his or her dependents must be evacuated from the locality within the framework of clause 12-4.04 in order to allow him or her to accompany his or her dependent, subject to the provisions under special leaves.

12-4.06

The teacher who originates from a locality situated more than 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 in a conjugal relationship with an employee in the public and parapublic sectors shall continue to be entitled to outings as provided for in clause 12-4.02 even if he or she loses the status of spouse.

12-5.00 REIMBURSEMENT OF TRANSIT EXPENSES

12-5.01

The board shall reimburse the teacher, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and hotels, if any) for himself or herself and for his or her dependents when he or she is engaged and on any authorized trip provided for in clause 12-4.02, provided that these expenses not be assumed by a carrier.

These expenses shall be limited to the amounts provided for in the relevant provisions of the agreement or, failing this, according to the policy established by the board applicable to all its employees.

12-6.00 DEATH

12-6.01

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

12-7.00 VEHICLES AT THE TEACHERS' DISPOSAL

12-7.01

Wherever private vehicles are prohibited, the placement of vehicles at the teachers' disposal may be the subject of an agreement between the board and the union.

12-8.00 LODGING

12-8.01

The obligations and practices to provide lodging for the teacher, at the time of his or her engagement, shall be maintained only for the locations where they already existed.

The rent charged to the teachers who benefit from lodging in sectors III, IV, V and the localities of Fermont and Joutel-Matagami shall be maintained at the rate in effect on June 30, 2010.

12-8.02

At the union's request, the board shall explain the reasons underlying the allocation of housing. Moreover, at the union's request, it shall provide information on its existing maintenance practices.

12-9.00 PROVISIONS OF FORMER AGREEMENTS

12-9.01

In the event of benefits greater than the current plan for regional disparities resulting from the application of the last collective agreement or recognized administrative practices, they shall be renewed except for the following elements of the agreement:

a) the retention premium;

b) the definition of "point of departure" provided for in clause 12-1.01;

c) the rates of premiums and the calculation of the premium provided for in clause 12-2.02;

d) the reimbursement of expenses related to moving and outings of the teacher recruited from outside Québec provided for in articles 12-3.00 and 12-4.00;

e) the number of outings provided for in article 12-4.00, when the teacher's spouse works for the board or an employer in the public and parapublic sectors.

The board agrees to renew for each teacher who so benefits on June 30, 2010 the agreements concerning the compensation for lodging in the territories of the Commissions scolaires du Fer, de la Moyenne-Côte-Nord and de l'Estuaire.

12-9.02

The retention premium equivalent to 8% of the annual salary shall be maintained for the teachers working in the localities of Sept-Îles (including Clarke City and Gallix) and Port-Cartier (including Rivière-Pentecôte).

The maintenance of the retention premium plan for teachers engaged after March 31, 2010 should be the subject of a special agreement to this effect between the parties.

IN WITNESS WHEREOF, the parties herein have signed in Québec on this ___ day of the month of _____, the provisions negotiated and agreed between, on the one hand, the Comité patronal de négociation pour les commissions scolaires francophones and, on the other hand, the Quebec Provincial Association of Teachers on behalf of the teachers' union it represents.

For the Comité patronal de négociation pour les commissions scolaires francophones (CPNCF)

(signed) Sébastien Proulx

Sébastien Proulx
Minister of Education, Recreation and Sports

(signed) Alain Fortier

Alain Fortier
President, FCSQ

(signed) Nancy Thivierge

Nancy Thivierge
President, CPNCF

(signed) Éric Bergeron

Éric Bergeron
Vice-president, CPNCF

(signed) Émilie Gosselin-Bergeron

Émilie Gosselin-Bergeron
Negotiator, MEES

(signed) André Cloutier

André Cloutier
Negotiator, FCSQ

For the Quebec Provincial Association of Teachers (QPAT) on behalf of the teachers' union which it represents

(signed) Sébastien Joly

Sébastien Joly
President, QPAT

(signed) Olivier Dolbec

Olivier Dolbec
Spokesperson

APPENDIX 1 LIST AND DESCRIPTION OF FIELDS OF TEACHING

A) Introduction

1) All general education courses in each field of teaching that are included in the timetable of secondary-level students are deemed to be identified in this field of teaching.

2) The COURSES and STUDENT ACTIVITIES offered to students at the secondary level by a school board offering secondary-level education and included in the students' timetable shall only be one of the following types:

   a) the courses included in the official programs of study of the Ministère for the secondary level and student activities included in the student's education profile;

   b) the courses included in the experimental programs of study and the student activities included in the student's education profile;

   c) the courses included in the local programs of study and the student activities included in the student's education profile.

3) The teachers in all fields of teaching at the secondary level are deemed able to perform their tasks with the student groups who have courses in programs that do not belong to a specific discipline, such as an integrative project and a personal orientation project.

4) The description of the fields of teaching shall not limit the right of the board to define the disciplines in accordance with the agreement.

B) List and description of fields of teaching

Field 1

1) Teaching at the preschool, elementary and secondary levels to students with handicaps, social maladjustments or learning difficulties, while specifying that such teaching means teaching to a group of students composed mostly or equally of students with handicaps, social maladjustments or learning difficulties.[1]

2) Notwithstanding the foregoing:

   a) education provided by the remedial teacher (support for learning) falls under field 1, regardless of the number of students or the composition of the group of students (at-risk students or others);

   b) teaching of FRENCH, SECOND LANGUAGE, PHYSICAL EDUCATION AND HEALTH, MUSIC and VISUAL ARTS[2] to a group of students referred to in paragraph 1) falls into the field of teaching to which the discipline belongs, unless the board and the union agree to keep field 1 as described in paragraph 1) for one or more of the disciplines;

   the board and the union can also agree that the teaching of other disciplines to a group of students as referred to in paragraph 1) falls into the field of teaching to which the discipline belongs.

Field 2

Teaching in preschool classes other than immersion classes.

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[1] The board shall verify the composition of such a group of students no later than June 30 or another date agreed to between the board and the union. Any modification made to the student group after that date shall not affect the determination of the field of teaching.

When verifying the composition of a group of students in temporary individualized paths for learning, the board shall take into account students it recognized as students with learning difficulties as well as those not recognized as such, when an analysis of their situation shows, in its opinion, that the remedial measures carried out by the teacher or by others involved in intervention efforts, over a significant period of time, have not enabled the students to make sufficient progress in their learning to meet the minimum requirements of the cycle with respect to language of instruction and mathematics as provided for in the Québec Education Program.

[2] Read “at the secondary level only” for the discipline VISUAL ARTS except in the event that, on the date on which this agreement is signed, the teaching of visual arts at the elementary level to a group of students referred to in paragraph 1) belongs to field 6.

Field 3

Teaching of the speciality FRENCH, SECOND LANGUAGE (including teaching in preschool and elementary-level immersion classes) in preschool and elementary-level classes as well as teaching of general education courses in FRENCH, SECOND LANGUAGE at the secondary level.

Field 4

Teaching of the speciality PHYSICAL EDUCATION AND HEALTH in preschool and elementary-level classes as well as teaching of general education courses in PHYSICAL EDUCATION AND HEALTH at the secondary level.

Field 5

Teaching of the speciality MUSIC in preschool and elementary-level classes as well as teaching of general education courses in MUSIC at the secondary level.

Field 6

Teaching of the speciality VISUAL ARTS in preschool and elementary-level classes as well as teaching of general education courses in VISUAL ARTS at the secondary level.

Field 7

Teaching in elementary-level classes other than that prescribed in the fields of teaching 1, 3, 4, 5, 6 and 16.

Field 8

Teaching of general education courses in ENGLISH, language of instruction at the secondary level.

Field 9

Teaching of general education courses, in science, notably in SCIENCE AND TECHNOLOGY and in APPLIED SCIENCE AND TECHNOLOGY at the secondary level.

Field 10

Teaching of general education courses in MATHEMATICS at the secondary level.

Field 11

Teaching of general education courses in ETHICS AND RELIGIOUS CULTURE at the secondary level.

Field 12[1]

Teaching of general education courses in HOME ECONOMICS at the secondary level.

Field 13[2]

Teaching of general education courses in INTRODUCTION TO TECHNOLOGY and in INTRODUCTION TO THE WORLD OF WORK at the secondary level.

Field 14

Teaching of general education courses in GEOGRAPHY, HISTORY AND CITIZENSHIP EDUCATION and in CONTEMPORARY WORLD at the secondary level.

Field 15

Teaching of general education courses in COMPUTER TECHNOLOGY at the secondary level.

Field 16

Teaching of LANGUAGES OTHER than English and French at the elementary level as well as teaching of OTHER COURSES of general education at the secondary level that are not prescribed in the fields of teaching 3 to 6 and 8 to 15.

Field 17

Regular substitution.

Reference: clause 5-3.09

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[1] Field 12 is null and void since July 1, 2006.

[2] Field 13 is null and void since July 1, 2016.

APPENDIX 2 GRADUAL INTRODUCTION TO PRESCHOOL

Terms and conditions

After consultation of the union, the board shall determine the terms and conditions for a gradual three-day introduction for preschool students, taking the characteristics of each school into account.

The above paragraph shall not prevent the board from determining the terms and conditions for a gradual introduction over more than three days.

However, a gradual introduction shall not be necessary in cases in which the number of students in a group is less than half the average applicable under clause 8-8.02.

APPENDIX 3-A) CONTRACT OF ENGAGEMENT OF THE TEACHER-BY-THE-LESSON

CONTRACT OF ENGAGEMENT

between

_____ SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: _____ GIVEN NAME: _____

SEX: F ☐ M ☐

hereinafter called the TEACHER.

The board and the teacher agree as follows:

I- OBLIGATIONS OF THE TEACHER

A) The teacher hereby undertakes, for all legal purposes, to teach as a teacher-by-the-lesson in the schools of the board.

B) The teacher undertakes to teach for the board according to the terms established hereinafter: .....

.....

C) The teacher declares that he or she was born

in .....
(place)

on the .....
(year, month, day)

D) The teacher agrees to comply with the law, with the regulations applicable to teachers in the employ of school boards, with the resolutions and regulations of the board not contrary to the provisions of the collective agreement, as well as with the collective agreement.

E) The teacher undertakes to provide the board, without delay, with the information and documents necessary to establish his or her qualifications and experience.

F) The teacher undertakes to provide the board, without delay, with all other information and certificates required by the board before the date of this contract.

G) It is the teacher's duty to comply with the regulations applicable to teachers in the employ of school boards and to carry out the duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The board undertakes to pay the salary and to grant the teacher all the benefits and privileges provided for in the collective agreement.

III- GENERAL PROVISIONS

A) This contract of engagement comes into force on .....

and expires on .....

B) The provisions of the collective agreement are an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed,

for the board:.....

.....

teacher:.....
(name)

.....
(address)

witness:.....
(name)

.....
(address)

Made at .....

this .....

Reference: clause 5-1.04

APPENDIX 3-B) **CONTRACT OF ENGAGEMENT OF THE PART-TIME TEACHER**

CONTRACT OF ENGAGEMENT

between

_____ SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: _____ GIVEN NAME: _____

SEX: F ☐ M ☐

hereinafter called the TEACHER.

The board and the teacher agree as follows:

I- OBLIGATIONS OF THE TEACHER

A) The teacher hereby undertakes, for all legal purposes, to teach as a part-time teacher in the schools of the board.

B) The teacher undertakes to teach for the board according to the terms established hereinafter: .....

.....

C) The teacher declares that he or she was born

in .....
(place)

on the .....
(year, month, day)

D) The teacher agrees to comply with the law, with the regulations applicable to teachers in the employ of school boards, with the resolutions and regulations of the board not contrary to the provisions of the collective agreement, as well as with the collective agreement.

E) The teacher undertakes to provide the board, without delay, with the information and documents necessary to establish his or her qualifications and experience.

F) The teacher undertakes to provide the board, without delay, with all other information and certificates required by the board before the date of this contract.

G) It is the teacher's duty to comply with the regulations applicable to teachers in the employ of school boards and to carry out the duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The board undertakes to pay the salary and to grant the teacher all the benefits and privileges provided for in the collective agreement.

III- GENERAL PROVISIONS

A) This contract of engagement comes into force on .....

and expires on ..... or upon the occurrence of the following

event .....

B) The provisions of the collective agreement are an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed,

for the board:.....

.....

teacher:.....

(name)

.....

(address)

witness:.....

(name)

.....

(address)

Made at .....

this .....

Reference: clause 5-1.04

APPENDIX 3-C) **CONTRACT OF ENGAGEMENT OF THE FULL-TIME TEACHER**

CONTRACT OF ENGAGEMENT

between

_____ SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: _____ GIVEN NAME: _____

SEX: F ☐ M ☐

hereinafter called the TEACHER.

The board and the teacher agree as follows:

I- OBLIGATIONS OF THE TEACHER

A) The teacher hereby undertakes, for all legal purposes, to teach as a full-time teacher in the schools of the board for the school year beginning July 1, ... or to complete the said school year.

B) The teacher declares that he or she was born

in .....
(place)

on the .....
(year, month, day)

C) The teacher agrees to comply with the law, with the regulations applicable to teachers in the employ of school boards, with the resolutions and regulations of the board not contrary to the provisions of the collective agreement, as well as with the collective agreement.

D) The teacher undertakes to provide the board, without delay, with the information and documents necessary to establish his or her qualifications and experience.

E) The teacher undertakes to provide the board, without delay, with all other information and certificates required by the board before the date of this contract.

F) It is the teacher's duty to comply with the regulations applicable to teachers in the employ of school boards and to carry out the duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The board undertakes to pay the salary and to grant the teacher all the benefits and privileges provided for in the collective agreement.

III- GENERAL PROVISIONS

A) This contract of engagement comes into force on .....

and expires on .....

B) The provisions of the collective agreement are an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed,

for the board:.....

.....

teacher:.....
(name)

.....
(address)

witness:.....
(name)

.....
(address)

Made at .....

this .....

Reference: clause 5-1.04

APPENDIX 4 SUPPORTING TEACHER

1. Working conditions

The release time of a supporting teacher shall be no more than 50% of his or her workload to carry out his or her duties. He or she shall be deemed to belong to the field of teaching to which he or she belonged at the time of his or her appointment as a supporting teacher.

It is the responsibility of the school administration to determine, with respect to the resources available at the school, the percentage of the supporting teacher's release time, taking into account the organization of the services at the school. Thus, it is the responsibility of the school administration to assign the supporting teacher the different professional activities included in his or her workload, regardless of subclause D) of clause 8-6.03.

2. Appointment of a supporting teacher

The board shall appoint a supporting teacher annually after consultation of the teaching team in question.

The position of supporting teacher includes two aspects, namely, the duties of a teacher and of a supporting teacher. The supporting teacher shall perform his or her duties with regular groups.

3. Role and duties of the supporting teacher

3.1 With students experiencing difficulties, the supporting teacher shall:

- provide personalized mentoring specially for each student who enters high school with a one-year delay;

- provide academic follow-up and support to at-risk students or students with social maladjustments or learning difficulties, in particular, students with behavioural difficulties;

- provide support and supervision to those students and help them, on the one hand, in their efforts to find solutions to their problems and, on the other hand, in various facets of their school life.

3.2 With teachers at the school, the supporting teacher shall:

- cooperate with the teachers responsible for students with difficulties referred to him or her, paying special attention to new teachers.

3.3 With other professionals, the supporting teacher shall:

- cooperate with the other professionals who work with students: psychoeducators, psychologists, social workers, special education technicians, etc.

The supporting teacher shall carry out other duties involving assistance to students and teachers compatible with clause 8-2.01 (general duties) that may be assigned to him or her.

APPENDIX 5 ADAPTATIONS AT THE SCHOOL[1]

I- OBJECTIVE SOUGHT

To provide schools with the necessary leeway.

II- PRINCIPLES AND GUIDELINES

1) Enable the school to amend certain provisions of the agreement in order to better meet the school's needs and ensure student success.

2) Respect for the resources available at the school.

3) No impact on the level of enrollments, personnel movements or job security.

4) One-year limited-time project to be evaluated at the end with diligence by teachers and the school administration. The evaluation shall be sent to the board and the union as soon as possible before any renewal.

5) No precedent created.

6) The provisions of the agreement that may be amended at the school are:

   a) article 8-6.00 with respect to the organization of the workload;

   b) article 8-8.00 with respect to the rules for forming groups;

   c) Appendix 18.

7) When amendments concern all the teachers in a school, they shall receive the consent of 80% of teachers. This provision may be amended upon agreement between the board and the union.

8) When amendments concern only some teachers at the school, they shall receive the consent of all of the teachers concerned at the time the project is adopted.

III- PROCEDURE

1) Development of a proposal by the school administration and the teachers according to the procedure they deem appropriate; the proposal shall be sent to the school's participating body of teachers.

2) Adoption of the project by the school in accordance with item 7 or 8 of section II.

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[1] Each time the term "school" is used, it includes "centre".

3) Obligation for the school to submit the proposed amendments to the board and the union.

4) The board and the union may, before making a decision, submit their comments to the school.

The board and the union shall determine whether the amendments are consistent with the above principles and guidelines and, if so, the amendments shall be approved. If not, the reasons shall be provided in writing.

IV- STIPULATIONS NEGOTIATED AND AGREED UPON AT THE LOCAL LEVEL[1]

1) The stipulations negotiated and agreed upon at the local level may also be amended by the school with the consent of the board and the union in accordance with the following procedure:

a) a request to amend working conditions certified by the school principal and the school's participating body of teachers in accordance with Chapter 4-0.00 shall be sent to the board and the union;

the request shall specify the reasons for such request and the clauses or articles to be amended or replaced;

b) the board and the union shall have 30 days[2] after receipt of the request to study it, discuss it with the school principal and the teachers involved, and submit, if applicable, any recommendation deemed appropriate to the school principal and the school's participating body of teachers;

c) then, the board and the union shall agree, if applicable, on the amendment or replacement of the provisions in question, after having taken into account the request for amendment and the comments received;

d) the board and the union may agree on another procedure.

2) If the school's proposal requiring an amendment to a stipulation negotiated and agreed upon at the local level does not receive the consent of the board and the union, the reasons shall be specified in writing.

V- ADULT EDUCATION

This appendix shall also apply to adult education with the necessary changes.

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[1] Including local arrangements

[2] This period excludes the months of July and August and may be extended by the board and the union.

APPENDIX 6 MOVING EXPENSES

1) The provisions of this appendix aim to determine that to which a teacher who benefits from the reimbursement of his or her moving costs is entitled as moving expenses within the scope of relocation as provided for in articles 5-3.00 and 5-4.00 and in Appendix 9.

2) Moving shall be deemed necessary if it takes place and if the distance between the teacher's new place of work and his or her actual domicile is greater than 65 kilometres.

Cost of transporting furniture and personal belongings

3) The board shall assume, upon presentation of supporting vouchers, the costs incurred for the transportation of the furniture and personal effects of the teacher concerned, including packing, unpacking and the cost of the insurance premium, or the costs of towing a mobile home, on the condition that he or she provide at least two detailed quotations of the costs to be incurred in advance.

4) However, the board shall not pay the cost of transporting the teacher's personal vehicle unless the location of his or her new residence is inaccessible by road. Moreover, the cost of transporting a boat, canoe, etc., shall not be reimbursed by the board.

Storage

5) When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new residence, the board shall pay the costs of storing the teacher's furniture and personal effects and those of his or her dependents, for a period not exceeding two months.

Concomitant moving expenses

6) The board shall pay a moving allowance of $750 to any teacher who maintains a dwelling in compensation for the concomitant moving expenses such as carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc., unless the teacher is assigned to a location where complete facilities are placed at his or her disposal by the board.

   A teacher who is moved and who does not maintain a dwelling shall receive an allowance of $200 from the board.

Lease compensation

7) The teacher referred to in the first paragraph of this appendix shall also be entitled, if need be, to the following compensation: for the abandonment of a dwelling without a written lease, the board shall pay the equivalent of one month's rent. If there is a lease, the board shall indemnify the teacher who must terminate his or her lease and for which the landlord demands compensation to a maximum period of three months' rent. In both cases, the teacher must attest that the landlord's request is well-founded and must present supporting vouchers.

8) If the teacher chooses to sublet his or her dwelling himself or herself, reasonable costs for advertising the sublease shall be assumed by the board.

Reimbursement of expenses inherent to the sale or purchase of a house

9) The board shall pay, relative to the sale of the principal house-residence of the relocated teacher, the following expenses:

   a) the real estate agent's fees, upon presentation of the contract with the real estate agent immediately after its signing, of the sales contract and the bill of the agent's fees;

   b) the costs of notarized deeds chargeable to the teacher for the purchase of a house for the purpose of residence at his or her posting on the condition that the teacher be already the proprietor of his or her house at the time of his or her transfer and that the said house be sold;

   c) the payment of the penalty for breach of mortgage, if need be;

   d) the payment of the proprietor's transfer tax, if need be.

10) When the house of the relocated teacher, although it has been put up for sale at a reasonable price, is not sold at the time when the teacher must enter a new agreement for lodging, the board shall not reimburse the costs for looking after the unsold house. However, in this case, upon presentation of supporting vouchers, the board shall reimburse the following expenses for a period not exceeding three months:

   a) municipal and school taxes

   b) the interest on the mortgage

   c) the cost of the insurance premium.

Reference: clause 5-3.31

11) In the case where a relocated teacher chooses not to sell his or her principal house-residence, he or she may benefit from the provisions of this paragraph in order to avoid a double financial burden to the teacher-owner due to the fact that his or her principal house-residence is not rented at the time when he or she must assume new obligations to dwell in the area of his or her posting. The board shall pay him or her, for the period during which his or her house is not rented, the amount of his or her new rent, up to a period of three months, upon presentation of the leases. Moreover, the board shall reimburse him or her for the reasonable costs of advertisement and the costs of no more than two trips incurred for the renting of his or her house, upon presentation of supporting vouchers and in accordance with the regulation concerning travel expenses in effect at the board.

Assignment and accommodation expenses

12) When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new residence, the board shall reimburse the teacher for the accommodation expenses for him or her and his or her dependents, in accordance with the regulation concerning travel expenses in effect at the board, for a period not exceeding two weeks.

13) If the move is delayed, with the authorization of the board, or if the married teacher's dependents are not relocated immediately, the board shall assume the teacher's transportation costs up to 500 kilometres to visit them every two weeks, if the distance to be covered is equal to or less than 500 kilometres round trip, and once a month if the distance to be covered exceeds 500 kilometres round trip, up to a maximum of 1 600 kilometres, the foregoing in accordance with the regulations concerning travel expenses in effect at the board.

14) The reimbursement of moving expenses provided for in this appendix shall be made within 60 days of the teacher's presentation of supporting vouchers to the board that he or she is leaving.

APPENDIX 7 SUCCESSIVE RELOCATIONS

The Ministère, the Fédération and the Association may set up a parity committee within 60 days of the date of the coming into force of the agreement.

The committee shall be composed of four members:

- one representative of the Ministère;
- one representative of the Fédération;
- two representatives of the Association.

Committee's mandate:

1) To study the cases of teachers who would be relocated obligatorily for a second time under clause 5-3.23.

2) To make recommendations to the Provincial Placement Bureau concerning the aforementioned cases.

The Provincial Placement Bureau must apply the unanimous recommendations of the committee members that have been certified in writing and signed by each member.

APPENDIX 8 LOAN OF SERVICE OF A TEACHER TO A COMMUNITY ORGANIZATION

The following provisions apply to a teacher who benefits from a loan of service to a community organization in accordance with clause 5-4.05.

1) The teacher shall benefit, for the duration of the contract, from a leave without loss of salary, including premiums for regional disparities, if he or she continues to work in one of the sectors provided for in Chapter 12-0.00 of the agreement, under the terms and conditions of payment provided for in articles 6-8.00 and 6-9.00 of the agreement.

2) The provisions of Chapter 8-0.00 do not apply to the teacher for the duration of the contract; they shall be replaced by the provisions concerning the duties and responsibilities and the workload provided for within the organization for the group of employees to which he or she belongs. Overtime shall be paid by the organization.

3) Subject to the provisions of this appendix, the teacher shall be entitled, for the duration of the contract, to the benefits he or she would have under his or her agreement if he or she were actually working at his or her board.

4) The teacher or the board may terminate the contract upon a 10-day written notice to the other party; in this case, the teacher shall return to his or her board.

5) Upon his or her return, the teacher shall be reintegrated into his or her field, discipline and school, subject to the provisions concerning movement of personnel.

Reference: clause 5-4.05

APPENDIX 9 EMPLOYMENT PREMIUM

The following provisions apply to the teacher who benefits from an employment premium in accordance with clause 5-4.06.

1) The board may decide to reimburse the teacher's moving expenses; if the board decides to do so, the teacher shall benefit from the provisions of articles 3) to 14) of Appendix 6.

2) The board shall pay the employer who engages the teacher an employment premium the amount of which is equal to the annual salary of the teacher at the time of his or her resignation. If it involves a teacher on availability, the annual salary shall be that he or she would receive had he or she not been on availability.

   The premium shall be payable in 12 consecutive equal monthly installments as of the date on which the teacher is engaged by the employer.

3) The teacher who leaves his or her new employment or whose engagement is cancelled before the termination of the payment of the employment premium provided for in article 2) must inform the board by registered mail within 10 days of the date of the break in his or her employment ties; he or she shall then be entitled to receive the balance of the 12 installments provided for in article 2) that the board had not paid at the time it received the notice.

Reference: clause 5-4.06

APPENDIX 10 FEMINIZATION OF TEXTS

The rules for a nonsexist style of writing apply to the French text only.

APPENDIX 11 TEXT OF ARTICLE 8-9.00 OF THE 2000-2003 AGREEMENT CONCERNING THE PROVISIONS CONCERNING STUDENTS WITH HANDICAPS OR SOCIAL MALADJUSTMENTS OR LEARNING DIFFICULTIES

8-9.00 PROVISIONS CONCERNING STUDENTS WITH HANDICAPS OR SOCIAL MALADJUSTMENTS OR LEARNING DIFFICULTIES

8-9.01

For the purpose of applying this article, the following definitions apply:

a) Total integration refers to the process by which a student with a handicap or a social maladjustment or a learning disability is integrated into a regular group for all of his or her time in school.

b) Partial integration refers to the process by which a student participates for a portion of his or her time in school in educational activities of a group of students with handicaps or social maladjustments or learning difficulties and is integrated for the remaining portion of his or her time into a regular group.

8-9.02

No later than June 1, the board shall identify, for the following year, within all its categories of personnel, the specialized resources available in the schools and board for services to students with handicaps or social maladjustments or learning difficulties and shall so inform the committee provided for in clause 8-9.04.

8-9.03

The board shall adopt a policy on the organization of special education services for students with handicaps or social maladjustments or learning difficulties. The policy must establish the terms and conditions for the integration as well as the support services for the integration.

The support services for the integration include support services for the student as well as for the teacher.

8-9.04

The board and the union shall set up an advisory committee of teachers for students with handicaps or social maladjustments or learning difficulties. The committee's mandate shall be:

a) to give its view on the development of a policy on the organization of special education services for students with handicaps or social maladjustments or learning difficulties;

b) to make recommendations concerning the implementation of this policy;

c) to suggest the terms and conditions for integrating students and the support services for the integration.

If the board does not accept the recommendations made by the committee, it shall state its reasons to the committee in writing.

8-9.05

A) Students identified as being handicapped or as having social maladjustments or learning difficulties may be integrated totally or partially into regular classes or grouped together in special classes in accordance with the policy on the organization of special education services for students with handicaps or social maladjustments or learning difficulties.

B) When students with handicaps or social maladjustments or learning difficulties are integrated into regular classes or grouped together in special classes, the school administration shall provide the teacher concerned with information on these students within 15 working days of the beginning of the work year and, subsequently, within 15 working days of the integration or arrival of a student into a special class, provided that the information be available and that it be in the student's interest.

The preceding paragraph applies subject to the respect for persons and for the code of ethics.

C) 1) For the purpose of applying the rules governing the formation of student groups, when students with handicaps or social maladjustments or learning difficulties are placed in regular classes, they shall be considered as belonging to the student category into which they are integrated.

2) In this case, the board shall provide support services to the teacher or, failing this, weight the students according to the provisions of Appendix XX; however, the policy may provide for support services and weighting.

As regards at-risk students, the preceding paragraph applies only to students identified as at-risk students who exhibit learning delays as defined in Appendix XIX.

3) Notwithstanding subparagraph 2), when at-risk students manifesting behavioural difficulties or students identified as having severe behavioural difficulties linked to psychosocial disturbances are placed in regular classes, the board shall provide support services to the teacher and the students shall be weighted according to the provisions of Appendix XX.

4) Subparagraphs 1), 2) and 3) do not apply to students with handicaps or social maladjustments or learning difficulties who are in temporary individualized paths for learning.

D) Students identified as being handicapped or as having social maladjustments or learning difficulties shall so remain until such time as the committee provided for in clause 8-9.07 has had the opportunity to give its view on the review of his or her condition.

E) On the date of the coming into force of the agreement, students with handicaps or social maladjustments or learning difficulties who were totally or partially integrated shall so remain until such time as the committee provided for in clause 8-9.07 has had the opportunity to give its view on the review of their condition. Moreover, students identified in one of the categories provided for in Appendix XIX shall so remain until such time as the committee has had the opportunity to give its view on the review of their condition.

8-9.06

When a teacher detects a student in his or her class who, in his or her opinion, demonstrates special social maladjustments or learning difficulties or shows signs of a mild motor impairment, an organic impairment, a language disorder, a moderate to profound intellectual handicap, a severe developmental disorder or a severe physical handicap, he or she shall report it to the school administration so that the case may be studied by the committee provided for in clause 8-9.07. This clause applies to both regular and special classes.

8-9.07

A) Within 15 working days of receiving the teacher's report, the school principal shall set up an ad hoc committee to ensure that the case is studied and that the progress of a student with a handicap or a social maladjustment or a learning disability is monitored. The committee shall be made up of a representative of the school administration, the teacher or teachers concerned and, at the committee's request, a professional. The committee shall invite the parents to participate in the committee. However, the fact that the parents do not attend shall neither impede nor prevent the committee from carrying out its work. Specifically, the committee's mandate shall be:

1) to study each case submitted;

2) to request, if the committee deems it necessary, the necessary evaluations from qualified personnel;

3) to receive, within 30 days of the request, the evaluation report prescribed in the preceding subparagraph, if need be;

4) to make recommendations to the school principal on a student's placement, his or her integration, if need be, and the support services to be provided to the student, as well as, where applicable, on the early intervention measures to be adopted with the student;

5) to assist the school principal in establishing an individualized education plan by making appropriate recommendations;

6) to oversee the implementation of the measures adopted concerning the individualized education plan and the follow-up of the integration, if need be;

7) where applicable, to resume the process provided for in the preceding subparagraphs 1) to 6) in order to give its view on the review of the condition and identification of a student with a handicap or a social maladjustment or a learning disability.

B) The school's competent authority shall decide to implement or reject the recommendations made by virtue of subparagraph 4) of subclause A) within 15 days of the recommendations, unless particular circumstances prevent him or her from doing so.

C) If the school's competent authority decides to adopt the measures made by virtue of subparagraph 4) of subclause A), the measures shall apply, as much as possible, within 15 days of the decision.

D) If the school's competent authority decides not to accept the recommendations made by virtue of subparagraph 4) of subclause A), he or she shall state his or her reasons to the members of the committee within 15 days of the decision.

E) The ad hoc committee may, at any time, use additional resources and, if it deems it necessary, meet with the student himself or herself.

8-9.08

The integration of students with handicaps or social maladjustments or learning difficulties shall only take place if the board has adopted a policy in this regard and the integration complies with such a policy.

Reference: clause 8-9.11

APPENDIX 12 SPECIAL MEASURES CONCERNING MULTIGRADE CLASSES

1) Each year, the Ministère shall allocate $1.5 million[1] for the 2016-2017, 2017-2018, 2018-2019, and 2019-2020 school years additional support measures for teachers assigned to multigrade classes.

2) The amounts allocated to each school board shall be earmarked for teachers working with multigrade classes and cover, among other things, the purchase of materials, the occasional release of part of a group by a teacher (commonly referred to as "*déjumelage*"), release time for the preparation of materials or training (at the discretion of the teachers concerned). These amounts shall be managed by the professional improvement committee provided for in Chapter 7-0.00 or by another committee agreed upon by the board and the union.

[1] The amounts shall be allocated for all French-language and English-language school boards as well as the Littoral School Board.

APPENDIX 13 DEFERRED SALARY LEAVE

The following provisions apply to a teacher who benefits from a deferred salary leave under article 5-17.00:

1) Period covered by this appendix and return to work

a) The provisions of this appendix may apply to a given teacher for a period of two years, three years, four years or five years.

b) This period is hereinafter called the "contract".

c) The teacher must, following his or her leave, return to work at the board for a period of time at least equal to that of the leave. The teacher may return during or at the end of the contract.

2) Duration of the deferred salary leave and workload

a) The deferred salary leave shall be for one school year or half a school year; in the latter case, the leave must be for at least six consecutive months. This refers to the first 100 or the last 100 workdays of the school year.

b) For the remainder of the contract, the teacher's workload shall be the same as that of any other regular teacher.

c) Upon his or her return, the teacher shall be reinstated in his or her duties in accordance with the provisions of the agreement.

d) If the deferred salary leave is postponed, the leave must start no later than six years from the date on which the salary began to be deferred.

e) The deferred salary leave cannot be interrupted under any circumstances.

3) Rights and benefits

During each of the school years of the contract, the teacher shall receive only a percentage of the salary to which he or she would be entitled under the applicable agreement. The percentage applicable shall be one of the percentages indicated in article 13) of this appendix. However, the percentage of deferred salary cannot exceed 33 1/3% per calendar year.

Subject to the provisions of this appendix, the teacher shall be entitled for the duration of the contract and for each of the school years stipulated therein to the rights and benefits that he or she would have under the agreement if he or she were actually in the service of the board.

a) During the deferred salary leave, the teacher shall not be entitled to any of the premiums or supplements prescribed in his or her agreement. For the remainder of the contract, the teacher shall be entitled, where applicable, to all of the premiums and supplements that are applicable to him or her.

b) During the deferred salary leave, the teacher cannot receive any other remuneration from the board or from another person or company with which the board has ties than the amount corresponding to the percentage of his or her salary for the duration of the contract.

c) Each of the school years referred to in the contract shall count as a period of service for the purpose of the four pension plans currently in force (CSSP, RREGOP, TPP and PPCT).

4) Retirement, withdrawal or resignation of the teacher

In the event of the retirement, withdrawal[1] or resignation of the teacher, the contract shall terminate on the date of such retirement, withdrawal or resignation under the conditions described hereinafter:

a) the teacher has already taken a deferred salary leave (salary paid in excess):

the teacher shall reimburse[2] the board, without interest, for the amount received during the leave according to the percentages determined in article 14) of this appendix; however, these percentages must be adjusted in order to take into account, where applicable, the exact term of the contract;

b) the teacher has not taken a deferred salary leave (salary not paid):

for the term of the contract, the board shall reimburse the teacher, without interest, an amount equal to the difference between the salary to which he or she would have been entitled under the applicable agreement if the contract was not in force and the salary received under this appendix;

---

1 In the case of a deferred salary leave for one school year, no withdrawal shall be permitted between April 1 immediately preceding the leave and the end of the school year of the leave.

In the case of a deferred salary leave for half a school year, no withdrawal shall be permitted between the 30th day preceding the leave and the end of the said leave.

2 The board and the teacher may agree on the terms and conditions of reimbursement.

c) the deferred salary leave is in progress:

the amount owing by one party or the other shall be calculated in the following manner:

amount received by the teacher during the leave minus the amounts already deducted from the teacher's salary by the application of article 3) of this appendix; if the result is negative, the board shall reimburse the amount to the teacher; if the result obtained is positive, the teacher shall reimburse[1] the amount to the board;

d) for pension plans purposes, the rights recognized shall be those the teacher would have received had he or she never entered into the contract; thus, if the deferred salary leave was taken, the premiums paid during this deferred salary leave shall be used to offset premiums unpaid for years worked in order to make up the differences in pension thus lost; however, the teacher may repurchase years of service lost, under the same conditions as those relating to a leave of absence without salary (200% under RREGOP and the PPCT and 100% under the TPP and the CSSP).

In addition, if the deferred salary leave was not taken, the premiums required to recognize all the years worked shall be deducted from salary reimbursed to the teacher.

5) Dismissal of the teacher

In the event of the dismissal of the teacher, the contract shall terminate on the effective date of the dismissal. The provisions of article 4) apply.

6) Leave of absence without salary

For the duration of the contract, the total of one or more leaves of absence without salary may not exceed 12 months. In this case, the duration of the contract shall be extended accordingly.

Should the total of one or more leaves of absence without salary exceed 12 months, the contract shall terminate automatically and the provisions of article 4) apply.

7) Nonreengagement of the teacher

In the event of the nonreengagement of the teacher on July 1 of a school year included in the contract, the latter shall terminate on that date and the provisions of article 4) apply.

Reference: article 5-17.00

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[1] The board and the teacher may agree on the terms and conditions of reimbursement.

8) Placement on availability of the teacher

In the event of the placement on availability of the teacher, this contract shall terminate on the date of the placement on availability and the provisions of article 4) apply. However, the board shall not make any monetary claim if the teacher is required to reimburse the board under subparagraphs a) and c) of the said article (1.00 year of service per year of participation in the contract) and the salary not paid shall be reimbursed without being subject to the pension deductions.

The provisions of this article do not apply in the following cases:

a) the teacher placed on availability is recalled to his or her board on or before the first workday following his or her placement on availability;

b) in the case of a one-year leave, the effective date of the placement on availability coincides with the beginning of the year of the leave, but solely when the latter is taken during the last year of the contract.

9) Disability

a) Disability develops before the leave is taken and still exists at the time when the leave is supposed to take place:

In this case, the teacher shall choose:

1) to continue to participate in the contract and defer the leave until such time as he or she is no longer disabled subject to subparagraph d) of article 2). The teacher shall then be entitled to a salary insurance benefit based on the salary determined in the contract.

In the event that the disability still exists during the last year of the contract or the half year of the contract in the case of a leave for half a year, the said contract may then be interrupted before the leave begins until the end of the disability, subject to subparagraph d) of article 2). During the interruption, the teacher shall be entitled to a salary insurance benefit based on his or her regular salary;

2) to terminate the contract and thus receive the unpaid amounts as well as the salary insurance benefit based on his or her regular salary; these unpaid amounts shall be subject to the pension deductions.

b) Disability develops during the deferred salary leave:

Disability shall be considered as beginning on the date the teacher returns to work and not during the deferred salary leave.

However, the teacher shall be entitled, during his or her deferred salary leave, to the salary determined in the contract. As of the date of his or her return to work, if he or she is still disabled, he or she shall be entitled to the salary insurance benefit specified in the agreement as long as he or she is covered by a contract. The salary insurance benefit shall be based on the salary determined in the contract. Should the teacher still be disabled at the expiry of the contract, he or she shall then receive a salary insurance benefit based on his or her regular salary.

c) Disability develops after the teacher has taken his or her deferred salary leave:

The teacher shall continue to participate and the salary insurance benefit shall be based on the salary determined in the contract for the duration of the disability. Should he or she still be disabled at the expiry of the contract, he or she shall receive a salary insurance benefit based on his or her regular salary.

d) The disability lasts more than two years:

During the first two years, the teacher shall be treated in the manner prescribed previously. At the end of these two years, the contract shall terminate and:

1) if the teacher has already taken his or her deferred salary leave, the salary paid in excess shall not be payable and pension rights shall be recognized in full (1.00 year of service per year of participation in the contract);

2) if the teacher has not already taken his or her deferred salary leave, the unpaid salary shall be reimbursed (without interest) without being subject to pension deductions. In addition, any disability pension to which he or she is entitled under his or her pension plan shall be paid immediately.

10) Death of the teacher

In the event of the teacher's death during the contract, the latter shall terminate on the date of the death and the provisions stipulated in subparagraphs d) 1) and 2) of article 9) apply.

11) Maternity leave (21 weeks or 20 weeks), paternity leave or adoption leave (5 weeks)

a) The deferred salary leave cannot be interrupted for a maternity, paternity or adoption leave.

b) The leave takes place before and terminates before the deferred salary leave or takes place after the deferred salary leave;

the contract shall be interrupted for the duration of the maternity, paternity or adoption leave and shall be extended accordingly following its termination; during the interruption, the provisions of the agreement concerning maternity, paternity or adoption leave apply.

c) The leave takes place before the deferred salary leave and is still taking place at the beginning of the deferred salary leave;

in this case, the teacher shall choose:

1) to defer the deferred salary leave to another school year subject to subparagraph d) of article 2); or

2) to terminate this contract, in which case the provisions of article 4) apply.

12) If incompatible with other provisions of the agreement, the provisions of this appendix shall have precedence.

13) Percentages of salary

a) For a half-year leave:

- a two-year contract: 75% of the salary;
- a three-year contract: 83.34% of the salary;
- a four-year contract: 87.5% of the salary;
- a five-year contract: 90% of the salary.

b) For a one-year leave:

- a three-year contract: 66.66% of the salary;
- a four-year contract: 75% of the salary;
- a five-year contract: 80% of the salary.

14) Reimbursement

a) Half-year leave:

1) For a two-year contract:

- after 100 days of implementation of the contract: 100% of the amount received;
- after one year of implementation of the contract: 66.66% of the amount received.

2) For a three-year contract:

- after 100 days of implementation of the contract: 100% of the amount received;

- after one year of implementation of the contract: 80% of the amount received;

- after two years of implementation of the contract: 40% of the amount received.

3) For a four-year contract:

- after 100 days of implementation of the contract: 100% of the amount received;

- after one year of implementation of the contract: 85.71% of the amount received;

- after two years of implementation of the contract: 57.14% of the amount received;

- after three years of implementation of the contract: 28.57% of the amount received.

4) For a five-year contract:

- after 100 days of implementation of the contract: 100% of the amount received;

- after one year of implementation of the contract: 88.88% of the amount received;

- after two years of implementation of the contract: 66.66% of the amount received;

- after three years of implementation of the contract: 44.44% of the amount received;

- after four years of implementation of the contract: 22.22% of the amount received.

b) One-year leave:

1) For a three-year contract:

- after one year of implementation of the contract: 100% of the amount received;

- after two years of implementation of the contract: 50% of the amount received.

2) For a four-year contract:

- after one year of implementation of the contract: 100% of the amount received;
- after two years of implementation of the contract: 66.66% of the amount received;
- after three years of implementation of the contract: 33.33% of the amount received.

3) For a five-year contract:

- after one year of implementation of the contract: 100% of the amount received;
- after two years of implementation of the contract: 75% of the amount received;
- after three years of implementation of the contract: 50% of the amount received;
- after four years of implementation of the contract: 25% of the amount received.

APPENDIX 14 EVALUATION RULES PRESCRIBED IN THE *MANUEL D'ÉVALUATION DE LA SCOLARITÉ*

Any changes will not lessen the value recognized by the evaluation rules in the *Manuel d'évaluation de la scolarité* in effect on the date of the coming into force of the agreement.

Moreover, no teacher shall be issued an official attestation of schooling lower than the one he or she already has as a result of a change in the rules contained in the *Manuel*.

Reference: clause 6-1.02

APPENDIX 15 RETROACTIVE MONETARY ADJUSTMENT RESULTING FROM AN OFFICIAL ATTESTATION OF SCHOOLING

A) The Ministère and the Fédération shall issue an administrative directive to the school boards specifying the payment within 90 days, if this has not already been done, to the teacher employed by a board between July 1, 1968 and June 30, 2015, with or without employment ties with that board since July 1, 2015, of the amounts that would be owing to him or her, subject to other obligations to pay contained in the collective agreements then applicable, if the board had used the official attestation of the status of his or her schooling for salary purposes, or the official attestation resulting from a decision made by the Revision Committee or from a change in the rules of the *Manuel d'évaluation de la scolarité*.

B) 1- Section A) of this appendix does not apply to teachers whose schooling was changed solely as a result of the application of the settlement agreement on the action in nullity[1], with the exception of those teachers involved in the action in nullity.

2- The second dash of the last paragraph of clause 6-1.03 does not apply to a modified rule added to the *Manuel d'évaluation de la scolarité* under the terms of the settlement agreement on the action in nullity. However, it does apply to the teachers referred to in this agreement, namely:

a) the teachers involved in the action in nullity;

b) the teachers whose request for revision was entered on the Revision Committee's roll on September 23, 1992 and as of that date;

c) the teachers affected by the issue of an attestation of schooling as of the date of the signing of the settlement agreement on the action in nullity.

The salarial or financial retroactivity applicable to the teachers referred to in preceding subparagraphs b) and c) cannot have any effect prior to August 22, 1991.

Reference: clause 6-2.07

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1 P.G. du Québec c. comité de révision de la scolarité des enseignants et al., Nº 200-05-003705-923.

APPENDIX 16 SUPPORT AND SUPERVISION OF STUDENT TEACHERS

I- General principles

A teacher who accepts the responsibility of providing support and supervision to a student teacher contributes to the training of the future members of the teaching profession. Acceptance of this responsibility is recognized as an individual contribution on behalf of all the teachers with regard to those entering the profession.

In recognition of such an important contribution on the part of teachers and in order to provide the necessary support to student teachers in the school and class, the parties agree as follows:

1- the participation of teachers in this program shall be on a voluntary basis;

2- the recognition of the time and effort devoted to the training of future teachers requires appropriate compensation;

3- the fact that a school board or school hosts a student teacher must not have the effect of reducing the number of teachers or increasing the workload of those teachers not involved in the program. Moreover, a student teacher may not be called upon to work as a substitute teacher.

II- Local arrangement

In light of this context and in keeping with the orientations of the Ministère, the board and the union agree on the provisions relating to the support and supervision provided to student teachers, particularly with regard to:

- the duties and responsibilities inherent to the cooperating teacher's role;

- the compensation received by cooperating teachers;

- the amounts allocated for the support and supervision provided to student teachers.

III- Information to be provided to union

The board shall provide the union with pertinent information relating to the hosting of student teachers, particularly with regard to the agreements reached with the universities.

Moreover, the board shall also inform the union, on a yearly basis, of the amounts allocated and the use thereof for the purposes of providing support and supervision to student teachers.

Reference: clause 6-2.07

APPENDIX 17 CALCULATION OF YEARS OF EXPERIENCE

Examples of the application of clause 6-4.03

I-

Teacher X is currently paid at

After | 90 days
+
After | 45/(135) + | 90 days
After + | 45/(135) + | 90 days
After + | 45/(135) + | 90 days
After one year full-time + | (6-4.02)
After part-time, by-the-lesson or casual supply teacher | 45/(135) + 90 days

Years of experience	Experience steps
0	1
1	2
2	3
3	4
4	5
5	6
6	7

II-

School year	Workdays credited			Use of days for the purpose of calculating experience[1]			Balance after use	Number of years of experience recognized
	Balance transferred	Days worked	Total	45	90	45		
A	-	10	10	-	-	-	10	-
B	10	115	125	-	90	-	35	1
C	35	120	155	45	90	-	20	2
D	20	170	190	45	90	45	10	3
E	-	125	125	-	90	-	35	4
F	35	80	115	45	-	-	70	4
G	70	65	135	-	90	45	-	5

Reference: clause 6-4.03

[1] Days credited shall be used only if they are equal to or greater than 45 or 90, as the case may be, by blocks of 45 or 90.

APPENDIX 18 COMPENSATION FOR EXCEEDING THE MAXIMUM NUMBER OF STUDENTS PER GROUP

A) For each group in which the number of students exceeds the maximum provided for in article 8-8.00, the teacher concerned shall be entitled, subject to articles 5-10.00 and 5-13.00, to the amount of compensation C defined as follows for each portion of the school calendar to which it applies:

$$C = \frac{27 \times N}{\text{Average}} \times D \times \$1.20$$

where:

N equals the number of students in excess of the maximum provided for this group weighted according to the following formula: the first student who exceeds the maximum shall count as 1 student, the second student who exceeds the maximum shall count as 1.25 students and any other student who exceeds the maximum shall count as 1.5 students.

Average equals the average determined in article 8-8.00 for this type of students.

D equals the teaching time assumed for the student group by the teacher during a given portion of the school calendar.

Such time is expressed in the number of hours at the preschool and elementary levels and in the number of 50-minute periods or the equivalent in secondary-level general education or vocational education multiplied by the number of teaching days during the school calendar for which the excess situation exists divided by five.

(Example: 22 periods of 45 minutes = 19.8 periods of 50 minutes)

B) The annual compensation to which the teacher is entitled shall be limited to:

- $1 752 for the first student who exceeds the maximum prescribed;
- $2 190 for the second student who exceeds the maximum prescribed;
- $2 628 for any other student who exceeds the maximum prescribed.

EXAMPLE

A teacher at the secondary level has a group of 36 students (the maximum of which is 32) for 5 periods of 50 minutes throughout the entire school year.

$$C = \frac{27 \times N}{\text{Average}} \times D \times \$1.20$$

N = 5.25 because in this case, there are 4 students who exceed the maximum prescribed (36-32):

1st student =	1
2nd student =	1.25
3rd student =	1.50
4th student =	1.50
Total =	5.25

Average = 30

$D = 5 \times \frac{180}{5}$ if the number of teaching days prescribed in the school calendar is 180.

$$C = \frac{27 \times 5.25}{30} \times 5 \times \frac{180}{5} \times \$1.20 = \$1\,020.60$$

Reference: clause 8-8.01

APPENDIX 19 AT-RISK STUDENTS AND STUDENTS WITH HANDICAPS OR SOCIAL MALADJUSTMENTS OR LEARNING DIFFICULTIES

This appendix is intended to provide guidance to the board and to those involved in intervention efforts.

I) At-risk students

At-risk students are preschool, elementary or secondary school students who display characteristics likely to affect their learning or behaviour that will place them in a vulnerable situation, particularly, with respect to academic failure or their socialization, without immediate intervention.

Particular attention must be devoted to at-risk students in order to determine the preventive and remedial measures required.

At-risk students are not included in the definition of "students with handicaps or social maladjustments or learning difficulties".

II) Definitions

For the purposes of applying the agreement, the Ministère shall adopt the following definitions concerning students with handicaps or social maladjustments or learning difficulties.

A) Students with social maladjustments or learning difficulties

1) Students with behavioural difficulties

A student is deemed to have behavioural difficulties when a psychosocial assessment, carried out by qualified personnel in conjunction with other concerned individuals relying on observation and systematic analysis techniques, shows that he or she has a marked inability to adapt manifested by significant difficulties in interacting with one or more elements that make up his or her social, family or school environment.

These difficulties may involve:

- overactive behaviour in relation to environmental stimuli (e.g. unjustified verbal abuse, acts of aggression, intimidation or destructiveness, a constant refusal to accept needed help and support...);

- underactive behaviour in relation to environmental stimuli (e.g. excessive fear shown towards people and new situations, abnormal passivity, dependence, withdrawal...).

Difficulty in interacting with the environment is deemed significant, that is, as requiring special education services, if it hinders the development of the student in question or that of others despite the fact that the usual support measures have been provided.

A student with behavioural difficulties often exhibits learning difficulties because he or she has a limited ability to persevere in the task at hand or a low level of attention and concentration.

2) Students with severe behavioural difficulties linked to psychosocial disturbances

Students with severe behavioural difficulties linked to psychosocial disturbances are students whose overall functioning, through an evaluation carried out by a multidisciplinary team, including a specialist from student services, using systematic observation techniques and standardized tests shows that the student displays:

- aggressive or destructive behaviour of an antisocial nature that has manifested itself frequently over several years;

- repetitive and persistent behaviour that significantly violates other students' rights or the social rules appropriate for an age group and which takes the form of verbal or physical aggression, irresponsible behaviour and the constant challenging of authority.

The intensity and frequency of this behaviour are such that special education and systematic supervision are necessary. An evaluation using a standardized behaviour rating scale shows that these students fall at least two standard deviations from the mean for their age group.

The severity of the students' behaviour is such that it prevents them from carrying out their daily activities and, in terms of educational services, necessitates the intervention of supervisory or rehabilitation personnel for most of the time the students are in school.

3) Students with learning difficulties

a) Elementary level

A student is deemed to have learning difficulties when an analysis of his or her situation shows that the remedial measures, carried out by the teacher or by others involved in intervention efforts over a significant period of time, have not enabled the student to make sufficient progress in his or her learning to meet the minimum requirements for successful completion of the cycle with respect to the language of instruction or mathematics as provided for in the Québec Education Program.

b) Secondary level

A student is deemed to have learning difficulties when an analysis of his or her situation shows that the remedial measures, carried out by the teacher or by others involved in intervention efforts over a significant period of time, have not enabled the student to make sufficient progress in his or her learning to meet the minimum requirements for successful completion of the cycle with respect to the language of instruction and mathematics as provided for in the Québec Education Program.

B) Students with handicaps

According to section 1 of the Education Act (CQLR, chapter I-13.3) a student is considered handicapped if his or her situation corresponds to that described in the definition of a "handicapped person" in section 1 of the Act to secure handicapped persons in the exercise of their rights with a view to achieving social, school and workplace integration (CQLR, chapter E-20.1). According to the Act, a "handicapped person" is defined as follows: "a person with a deficiency causing a significant and persistent disability, who is liable to encounter barriers in performing everyday activities".

The definitions of students described in this document allow for the recognition, as handicapped, of students referred to in the following subparagraphs B.1, B.2 and B.3 who meet the following three conditions:

1) a handicap has been diagnosed by a qualified person;

2) they have disabilities that limit or prevent their participation in educational services;

3) they need support in order to function at school.

The individualized education plan must take into account the diagnoses, which often clarify the origin of the student's limitations and disabilities as well as his or her needs and abilities in order to identify the appropriate educational services.

Students with multiple handicaps or difficulties shall be recognized according to the definition that corresponds most closely to their characteristics and their principal limitations.

B.1 Students with mild motor impairments, organic impairments or language disorders

1.1 Mild motor impairments or organic impairments

1.1.1 Mild motor impairments

Students are deemed to have a mild motor impairment when a neuromotor examination carried out by a qualified person shows that they have one or more nervous, muscular or osteoarticular disorders.

Students are considered "handicapped by a mild motor impairment" when an evaluation of their level of functioning shows that, even with technological aids, they have one or more of the following characteristics:

- difficulty accomplishing tasks involving grasping (manual dexterity);
- difficulty accomplishing daily activities (personal hygiene, eating);
- limitations in mobility hindering their ability to get around.

These difficulties or limitations may be accompanied by difficulty in learning to communicate.

These characteristics necessitate special training and periodic support at school.

1.1.2 Organic impairments

An organic impairment is diagnosed when a medical assessment and an evaluation of the level of functioning shows that one or more of a student's vital systems (e.g. respiratory, circulatory, genito-urinary system) are affected by problems resulting in permanent organic disorders and have a serious impact on the student's ability to function in school.

An organic impairment is recognized as having a serious impact on a student's ability to function in school when the functional disorders that have been diagnosed involve the following characteristics:

- special care has to be integrated into the student's daily schedule (frequent medication, insulin and monitoring, a nurse);

- the student has difficulty with the programs of study because of medical treatment (reduced concentration, persistent pain, anxiety, reduced hours of school attendance);

- the student's access to certain places may be restricted by the nature of the disease;

- frequent absences, sometimes for prolonged periods, lead to academic delays.

An organic impairment is recognized as having a serious impact on a student's ability to function in school when it is necessary to integrate special teaching methods and special care into the student's daily schedule.

1.2 Language disorders

Students with language disorders are students whose overall functioning, through an evaluation carried out by a multidisciplinary team of specialists using systematic observation techniques and appropriate tests, leads to a diagnosis of severe dysphasia.

Severe dysphasia: A serious and persistent language development disorder significantly limiting verbal interactions, socialization and learning at school.

Students are considered handicapped when the evaluation of their level of functioning indicates:

- marked difficulties in the following areas:

  . language evolution;

  . verbal expression;

  . cognitive verbal abilities;

- moderate to severe difficulties in the area of:

  . verbal comprehension.

The persistence and severity of the disorder is such that it prevents the student from carrying out school tasks normally suggested to students of the same age.

Therefore, the student requires services and an adapted pedagogy.

1.2.1 Serious language disorders

For the sole purpose of applying article 8-8.00, a language disorder is qualified as serious when it involves pure word deafness, semantic-pragmatic disorder or congenital or developmental aphasia, the evaluation of which, conducted by a multidisciplinary team, reveals profound difficulties in the area of verbal comprehension and major difficulties in the area of verbal expression.

B.2 Students with moderate to profound intellectual handicaps or profound developmental disorders

2.1 Moderate to profound intellectual handicaps

Students with moderate to profound intellectual handicaps are students whose cognitive functions, evaluated by a multidisciplinary team using standardized tests, show a level of general functioning that is clearly below average, as well as impaired adaptive behaviour appearing from the beginning of the development period.

2.1.1 Moderate to profound intellectual handicaps

An intellectual handicap is qualified as "moderate to profound" when an evaluation of the student's level of functioning shows that a student displays:

- limitations in the area of cognitive development restricting the ability to learn with respect to certain objectives of the regular programs of studies and requiring an adapted pedagogy or program;

- limited functional abilities in the area of personal and social autonomy resulting in a need for assistance in new activities or a need for instruction in basic autonomy;

- more or less marked difficulties in sensory, motor and communication development, making adapted intervention necessary in those areas.

An intellectual or development quotient of between 20-25 and 50-55 is usually considered to denote a moderate to profound intellectual handicap. The results of standard cognitive functioning tests can be translated into a development quotient by means of the following formula:

$$\text{development quotient} = \frac{100 \times \text{developmental age}}{\text{chronological age}}$$

2.1.2 Profound intellectual handicaps

An intellectual handicap is qualified as "profound" when an evaluation of the student's level of functioning shows that a student displays:

- major limitations in the area of cognitive development making it impossible to achieve the objectives of the regular programs of studies and requiring the use of an adapted program;

- limited perception, motor and communication skills, requiring individualized methods of evaluation and stimulation;

- very low functional abilities in the area of personal and social autonomy, resulting in a constant need for support and supervision to accomplish daily school tasks.

The evaluation of the student's level of functioning may also show that the student displays related impairments, such as physical disabilities and sensorial impairments, as well as neurological and psychological disorders and an increased propensity to contract various diseases.

A development quotient below 20-25 is usually considered to denote a profound intellectual handicap. The results of standard cognitive functioning tests can be translated into a development quotient by means of the following formula:

$$\text{development quotient} = \frac{100 \times \text{developmental age}}{\text{chronological age}}$$

2.2 Pervasive developmental disorders

Students with pervasive developmental disorders are students whose overall functioning, through an evaluation carried out by a multidisciplinary team of specialists using systematic observation techniques and standardized tests in accordance with the diagnoses criteria of the DSM-IV[1], leads to one of the following diagnoses:

Autistic disorder: a set of dysfunctions appearing at an early age and characterized by development that is clearly abnormal or lacking in social interaction and communication and by a markedly restricted, repetitive and stereotyped repertoire of activities, interests and behaviour.

Autism is demonstrated through several of the following specific limitations:

- an inability to make friends, significant problems integrating into a group;
- an inability to understand concepts and abstract ideas and a limited comprehension of words and gestures;
- special language and communication problems, such as the absence of language, echolalia and pronoun reversals;
- behavioural problems such as hyperactivity, abnormal passivity, fits, fearfulness in ordinary situations or a lack of fear in dangerous situations;
- mannerisms, stereotyped and repetitive gestures.

Rett syndrome, childhood disintegrative disorder, Asperger syndrome or a non-specific pervasive developmental disorder are also considered profound developmental disorders.

The evaluation of the overall functioning of the student must also conclude that the disorder is of such severity that it prevents the student from accomplishing normal tasks, according to age and school environment, without continuous support.

2.3 Psychopathological disorders

Students with psychopathological disorders are students whose overall functional evaluation, carried out by a team of multidisciplinary specialists using systematic observation techniques and standardized tests, leads to the diagnosis of:

A psychic impairment that appears through a distortion in several areas of development, particularly in the area of cognitive development.

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[1] Diagnostic and Statistical Manual of Mental Disorders

The disorders in question include several of the following characteristics:

- disorganized behaviour, episodes of serious disturbance;
- extreme emotional distress, extreme confusion;
- distortion of reality, delirium and hallucinations.

The evaluation of the overall functioning of the student must also conclude that the developmental disorders entail marked difficulties in adapting to school life.

The developmental disorders considered here are such severity that they prevent the students from carrying out tasks that would normally be appropriate for their age and school environment, without continuous support.

2.4 Atypical disorders

Students with atypical disorders are students whose overall functioning, through an evaluation carried out by a multidisciplinary team of specialists, shows that they have characteristics or limitations that do not correspond to any of the categories established by the Ministère for its annual September 30 declaration of enrollments.

These diagnoses are very unusual. However, the students' limitations are of such severity that they prevent the students from accomplishing normal tasks, according to age and school environment, without continuous support.

B.3 Students with profound physical handicaps

3.1 Profound motor impairments

Students are deemed to have a profound motor impairment when a neuromotor examination, carried out by a medical specialist, indicates one or more nervous, muscular or osteoarticular disorders.

Students are deemed "handicapped by a profound motor impairment" when an evaluation of their level of functioning shows that, even with technical aids, they display one or more of the following characteristics:

- profound functional limitations that may necessitate special training and regular assistance in performing daily activities;
- profound limitations in mobility (motility and locomotion) necessitating special assistance in motor development as well as an aide or highly specialized equipment to help them move around.

These limitations may be accompanied by serious limitations with respect to communication necessitating the use of alternate means of communication.

These limitations necessitate special training and continuous assistance.

3.2 Visual impairments

Students are deemed visually impaired when an eye test carried out by a qualified specialist determines that each eye has a visual acuity of no more than 6/21 or a visual field of less than 60° in the 90° and 180° meridians, with correction by means of appropriate ophthalmic lenses other than special optical devices and supplements of more than + 4,00 dioptres.

Students are deemed visually handicapped when an evaluation of their level of functioning shows that, even with technical assistance, they display one or more of the following characteristics:

- limitations with respect to communication resulting in:
  - . the need for specialized material (high-quality printed matter, sometimes in the form of large-print text, for the functionally sighted; material in Braille and recordings for the functionally blind);
  - . the need for exercises and periodic supervision when using specialized mechanical or electronic devices or specialized instructional material;
  - . the need to learn and use alternate codes in order to read and write (for the functionally blind);
  - . the need for an adapted pedagogy to facilitate comprehension of certain concepts;
- limitations with respect to participation in everyday activities necessitating special exercises, the adaptation of teaching and periodic assistance;
- limitations with respect to mobility requiring special exercise, the adaptation of teaching and periodic assistance.

3.3 Hearing impairments

Students are deemed hearing impaired when a standard audiometric examination administered by a specialist reveals an average hearing threshold greater than 25 decibels for pure tone stimuli of 500, 1000 and 2000 hertz, in the better ear.

Testing must also take into account auditory discrimination and sound tolerance threshold.

Students are deemed handicapped by a hearing impairment when an evaluation of their level of functioning shows that even with technical assistance, they display one or more of the following characteristics:

- limitations in learning and verbal communication resulting in the need for:

  . specialized techniques for learning verbal language;

  . alternate means of communication (lip reading, sign language, etc.);

  . interpreters;

- problems in cognitive development (in concept formation) and in oral language development resulting in the need for:

  . special teaching methods;

  . supplementary instruction to enable the student to overcome learning delays.

APPENDIX 20 ESTABLISHMENT OF THE MAXIMUM NUMBER OF STUDENTS IN A GROUP IN WHICH STUDENTS WITH HANDICAPS OR SOCIAL MALADJUSTMENTS OR LEARNING DIFFICULTIES ARE INTEGRATED

For the purpose of weighting integrated students, the board shall apply a weighting factor to integrated students according to the following formula:

$$F = \frac{MI}{M}$$

where

- F is the weighting factor;
- MI is the maximum provided for in article 8-8.00 for the group into which the student is integrated;
- M is the maximum provided for in article 8-8.00 for the type of students with handicaps or social maladjustments or learning difficulties to which the integrated student belongs.

If the result of the application of this formula for a given student is negative, the weighting factor shall not be taken into account.

If the product of the number of students thus weighted is a fraction, the following occurs: if the fraction is less than 0.5, it is not taken into account; if the fraction is equal to or greater than 0.5, it is rounded off to the next whole number.

EXAMPLE

Two students at the secondary level with learning difficulties are integrated into a general education course with 30 students before the integration.

Maximum of the group into which the two students have been integrated is 32.

Maximum of the type to which the two students belong is 20.

Weighting factor: $\frac{32}{20} = 1.6$

Number of students integrated: $2 \times 1.6 = 3.2 = 3$

Total number of students for purposes of establishing the maximum of the group:

$30 + 3 = 33$

In this case, the number of students exceeds the maximum prescribed (32) by one student and the teacher is therefore entitled to the compensation prescribed in clause 8-8.01.

Reference: clause 8-9.03

APPENDIX 21 ESTABLISHMENT OF THE MAXIMUM AND AVERAGE NUMBER OF STUDENTS IN A GROUP OF STUDENTS WITH HANDICAPS OR STUDENTS WITH SOCIAL MALADJUSTMENTS OR LEARNING DIFFICULTIES INCLUDING STUDENTS OF DIFFERENT TYPES

The maximum number of students in this group shall be established as follows:

a) the number of students of each type is divided by the maximum number of students per group for this type of students;

b) the quotients thus obtained are added up;

c) the total number of students in the group is divided by the total of all the quotients thus obtained;

d) the new quotient thus obtained is the maximum; if the fraction is less than 0.5, it is dropped; if the fraction is equal to or greater than 0.5, it is rounded off to the next whole number.

The average shall be obtained by subtracting two from the maximum.

This method of calculation also applies to a group of students in temporary individualized paths for learning including one or several students of one type or different types of students with handicaps or students with social maladjustments or learning difficulties including, in the calculation, students referred to in subparagraph 3) of subclause A) of clause 8-8.04.

EXAMPLE

At the secondary level, a group of 18 students is made up as follows:

Number of students	Type	Maximum
10	Students with learning difficulties	20
5	Students with behavioural disorders	14
3	Students handicapped by a severe motor impairment	11

$$\frac{18}{10/20 + 5/14 + 3/11} = 15.93$$

Maximum: 16

Average: 14

Maximum is exceeded by 2.

Reference: clause 8-8.01

APPENDIX 22 SPECIALIZED CLASSES AND INDIVIDUALIZED PATHS FOR LEARNING

Specialized classes and individualized paths for learning are methods of organizing teaching that can help meet the needs of certain students in order to ensure academic success.

An individualized path for learning is a method of organizing teaching for secondary school students with learning delays that compromise, at least for a time, the student's academic success in a regular class and thus requires special measures.

Depending on the severity and nature of the student's needs, he or she is enrolled in a temporary or continuous individualized path for learning:

a) a temporary individualized path for learning is an individualized path for learning aimed at integration into a regular path, with a view to obtaining a secondary school diploma or a diploma of vocational studies;

b) a continuous individualized path for learning is a path aimed at the student's integration into a program of study more likely to meet his or her interests, needs and abilities, for example, a program in the work-oriented training path.

APPENDIX 23 DURATION OF PRESENCE OF STUDENTS AT THE ELEMENTARY LEVEL

At the elementary level, the weekly difference between the maximum average time to be devoted to the presentation of courses and lessons as well as to student activities within the students' timetable and the time during which the students are present for these same courses, lessons and student activities shall be at least 4.5 hours.

APPENDIX 24 SMALL SCHOOLS

The Ministère, through the budgetary rules, ensures to the school boards where there are small schools resources equivalent to those allocated under Appendix XIX of the 1983-1985 collective agreement, by taking into account the data concerning the workload and the changes in student population.

APPENDIX 25 AGREEMENT ON EDUCATIONAL SUCCESS

Considering the importance of investing in the educational success of students;

Considering that studies reveal the importance of early intervention in preschool and at the beginning of elementary school;

Considering the MELS policy on students with handicaps or with social maladjustments or learning difficulties (students with special needs);

Considering the provisions of this agreement;

Considering the decision of the Minister of Education announced December 21, 1999 to add teaching resources;

Considering the need to assess this investment program;

Considering the Action Plan to Promote Success for Students with Handicaps, Social Maladjustments or Learning Disabilities - Conditions for Greater Success presented by the Minister of Education, Recreation and Sports on June 11, 2008;

Considering the Action Plan - All together for student success "I care about school!" presented by the Minister of Education, Recreation and Sports on September 9, 2009;

Considering the reduction in the number of students per class prescribed in the action plans;

Considering the needs created by the multiethnic and multicultural communities;

The parties agree as follows:

1) For the duration of the agreement, the following rules respecting the formation of student groups apply:

School year	Students	Av.	Max.
As of 2001-2002	Preschool, 5-years-olds	18	20
As of 2002-2003	Grade 1, elementary school	20	22
As of 2003-2004	Grade 2, elementary school	22	24
As of 2009-2010	Grade 3, elementary school	24	26
As of 2011-2012	Grade 4, elementary school	24	26
	Secondary I[1]	29	31
	Secondary II[1]	29	31

[1] Failling to lower the ratios due to a lack of premises, the teacher shall receive the oversize compensation if any; if the difference between the amounts allocated for lowering the ratios and the payment of compensation for oversize class shall be added to the amount allocated for supporting the class in Secondary I and II.

As of 2012-2013	Grade 5, elementary school	24	26
	Grade 6, elementary school	24	26
	Secondary I[1]	28	30
	Secondary II[1]	28	30
As of 2013-2014	Secondary I[1]	26	28
	Secondary II_1	27	29
As of 2016-2017	Preschool, 4-years-olds	14	17
	Preschool, 5-years-olds	17	19

2) The Ministère, in collaboration with the school boards (e.g. follow-up of student cohorts), shall evaluate from time to time the results obtained. During the upcoming months, the final evaluation report including recommendations shall be submitted to the school boards and the union group.

3) The parties shall meet to analyze the results and discuss appropriate measures. The final evaluation of the results obtained shall enable the Ministère to decide whether, as of the date of the coming into force of the next agreement, to extend the above measures with or without changes.

4) During the implementation of the program, the rules respecting the formation of groups prevail over those prescribed in subclause A) of clause 8-8.02 as well as in subclause A) of clause 8-8.03 and in subparagraph 1) of subclause A) of clause 8-8.04.

[1] Failling to lower the ratios due to a lack of premises, the teacher shall receive the oversize compensation if any; if the difference between the amounts allocated for lowering the ratios ans the payment of compensation for oversize class shall be added to the amount allocated for supporting the class in Secondary I and II.

APPENDIX 26 EXCERPT FROM THE REGULATION DEFINING WHAT CONSTITUTES A PEDAGOGICAL OR EDUCATIONAL FUNCTION FOR PURPOSES OF THE EDUCATION ACT (CQLR, CHAPTER I-14) (IN EFFECT ON JUNE 30, 1989)

1) The following constitute a pedagogical or educational position:

   a) a full-time teaching position; or

   b) any full-time consulting, animation, coordinating or management position related directly to the administration of teaching programs, the pedagogical organization of schools, the academic or personal training of students or teachers, parapedagogical activities or personal services to students.[1]

Reference: clause 6-4.02

[1] O.C. 1417-70, (1970) 102 G.O., 2141

APPENDIX 27 OUTINGS FOR CERTAIN TEACHERS OF THE LITTORAL SCHOOL BOARD

1) In accordance with the terms and conditions provided for in clauses 12-4.02 and 12-5.01 of the agreement, the Littoral School Board shall pay directly or reimburse the teachers concerned for the expenses inherent to two outings per year for the teachers and their dependents from their place of assignment to Sept-Îles.

   This paragraph 1) shall replace for the teachers whose point of departure is different from their place of assignment the three outings provided for in subparagraph a) of clause 12-4.02 of the agreement, without, however, modifying any other rights provided for in Chapter 12-0.00.

2) This appendix applies to the following teachers:

ANDERSON, Pamela	MCKINNON, Brenda
COLLIER, Alice	NADEAU, Elaine
GALLICHON, Mélinda	ROBERTS, Gail
JONES, Judith	ROWSELL, Lana
LAVALLÉE, Sonia	THOMAS, Cynthia
MARTIN, Lucille	WILLCOTT, Paulette

3) Clause 12-4.01 of the agreement applies to the teachers benefiting from this appendix.

4) One of the outings referred to in paragraph 1) of this appendix may be used by the spouse not residing in the territory to visit a teacher mentioned in paragraph 2) of this appendix.

APPENDIX 28 LETTER OF AGREEMENT CONCERNING FAMILY RESPONSIBILITIES

The Centrale on the one hand, and the Québec government represented by the Conseil du trésor on the other hand, hereby recognize the interdependent relationship between work and family. Thus, the parties favour consideration of work-family balance in the organization of work.

To this end, the parties to this agreement encourage the sectorial, regional or local parties, as the case may be, to promote a better balance between parental and family responsibilities on the one hand, and work responsibilities on the other, in determining working conditions and their application.

APPENDIX 29 COMPENSATION ASSOCIATED WITH THE FORMATION OF ADULT EDUCATION GROUPS

Terms and conditions

- The Ministère shall allocate an amount corresponding to the representativity of the Association with respect to the budget parameters based on $2M as of the 2011-2012 school year.

- Upon the recommendation of teachers, the centre administration shall determine the criteria for allocating compensation.

- The centre administration shall grant a teacher compensation based on the criteria established.

- Amounts not used during the school year during which they were allocated shall be converted to additional services for the centre.

- Any dispute shall be submitted to the comité national de concertation.

APPENDIX 30 PARENTAL RIGHTS (MODIFICATIONS)

Should any change occur in the Québec Parental Insurance Plan, the Employment Insurance Act (S.C. 1996, c. 23) or the Act respecting labour standards (CQLR, chapter N-1.1) as it applies to parental rights, it is agreed that the parties shall meet to discuss the possible impact of these changes on the parental rights plan.

APPENDIX 31 RESOURCES FOR AT-RISK STUDENTS AND STUDENTS WITH HANDICAPS OR SOCIAL MALADJUSTMENTS OR LEARNING DIFFICULTIES

Section 1 RESOURCES

Part I

A) The Ministère shall provide each school board for each of the school years from 2016-2017 to 2019-2020 with information about the following budget resources:

- budget resources allocated for students with difficulties in addition to those provided for regular students, for educational activities;

- budget resources allocated for students with handicaps in addition to those provided for regular students, for educational activities;

- additional resources allocated by the government in the context of negotiations in order to improve services for students with difficulties, in accordance with Part II of this appendix.

B) The school board shall provide the union with information about the amounts allocated to at-risk students and students with handicaps or social maladjustments or learning difficulties, specifying the resources allocated in addition to the amounts received from the Ministère in the first two dashes of point A). This information shall include, in particular:

- the number of specialized resources;

- the number of specialized classes;

- the number of classes of individualized paths for learning.

Part II RESOURCES FOR AT-RISK STUDENTS AND STUDENTS WITH HANDICAPS OR SOCIAL MALADJUSTMENTS OR LEARNING DIFFICULTIES

1. Remedial teachers (support for learning)

The Management committee shall for the duration of the agreement ensure that each board maintain the same level of resources in remediation as that found in the appendix of the letter of agreement concluded between the Comité patronal de négociation pour les commissions scolaires francophones and the Fédération des syndicats de l'enseignement (FSE-CSQ) signed on September 25, 2009.

2. Supporting teachers

2.1 For the duration of the agreement, 600 supporting teacher positions[1] at the secondary level shall be distributed among the boards according to the parameters established by the Ministère.

2.2 The board shall hire the number of supporting teachers allocated by the Ministère.

3. Special condition

3.1 Should a board be unable to fill all the positions prescribed for a given school year, the balance to be filled shall be deferred to the following year.

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[1] The Ministère shall distribute the positions among the French-language, English-language school boards and the Littoral School Board.

APPENDIX 32 COMMITMENT OF THE MINISTÈRE TO PROVIDE THE SCHOOL SYSTEM WITH TOOLS FOR DEFINING STUDENTS WITH LEARNING DIFFICULTIES

The Ministère shall allocate an amount corresponding to the number of teachers represented by the Association based on an amount of $20 million set out in the budgetary parameters.

The amounts shall be earmarked for schools to support the formation of classes as a result of the integration of students with behavioural difficulties into regular groups.

The amounts shall be distributed among the boards according to the budgetary parameters established by the Ministère.

The parity committee prescribed in clause 8-9.04 shall make recommendations on how the amounts will be distributed among the schools.

The parity committee prescribed in clause 8-9.04 shall also make recommendations on the models for organizing services that could be implemented in schools to provide support for the formation of classes including, among other things, setting up groups of students as a result of a priori weighting, the creation of a resource or transition class or the addition of services.

The board shall distribute the amounts allocated among the schools according to the recommendations of the parity committee prescribed in clause 8-9.04.

The school administration and the teachers shall decide on how the amounts allocated will be used according to the models for organizing services defined by the board.

Any unused amounts from the school year during which they were allocated shall be carried forward to the following school year.

APPENDIX 33 MAINTENANCE OF A NUMBER OF REGULAR POSITIONS IN ADULT EDUCATION

Clause 11-7.07

A) For the duration of the agreement, the school board shall maintain the number of regular positions in existence on June 30, 2003, unless this results in the teacher being placed on availability.

B) Notwithstanding paragraph A), the number of regular positions to maintain, through application of this paragraph, shall be reduced by a number equivalent to the number of definitive departures in a specialty suffering a decrease in clientele deemed significant by the school board, during the period covering three years prior to the current year.

C) Paragraph B) shall apply only as of the time at which the number of actual regular positions achieves the number of regular positions in existence on June 30, 2003.

D) It is the school board's responsibility to determine in which specialty the positions will be maintained. The union may make representations to the school board following a definitive departure.

Examples of the application of clause 11-7.07

- If the number of regular positions in existence on June 30, 2003, and targeted by paragraph A) is 200, the school board shall maintain 200 regular positions for the duration of the agreement.

- However, if, for example, on March 15, 2006, while the school board effectively has 200 regular positions maintained, if there is a definitive departure in the French specialty and there is a decrease in enrollments deemed significant by the school board in this specialty during the period between the 2002-2003 school year and the 2004-2005 school year, the number of regular positions to maintain (200) shall be reduced by one and set at 199.

- In addition, if, on March 15, 2006, the same definitive departure occurs in a context in which the number of regular positions actually maintained is 210, the number of regular positions to be maintained by the school board shall remain at 200. This number will decrease only at such time as the number of actual regular positions reaches, if applicable, 200.

Reference: clause 11-7.07

APPENDIX 34 TEACHERS COMING FROM REMOTE AREAS

When a board decides to offer a full-time contract to a teacher coming from the Cree School Board or the Kativik School Board or coming from a French-language or English-language school board in one of the localities referred to in clause 12-1.02 or in the school municipalities of Sept-Îles or Port-Cartier, the said teacher shall be entitled to a transfer of his or her tenure, years of experience recognized by his or her board, seniority, months of service within the meaning of subclause C) of clause 5-3.20 and bank of nonredeemable sick-leave days, if the only reason which would cause him or her to lose this right is a break in his or her employment ties, provided that he or she meets the following conditions:

1) he or she has acquired tenure;

2) he or she has completed five years of continuous service with his or her board before being engaged by another school board; the acquisition of service by a teacher who obtains a leave of absence without salary shall be delayed proportionally.

The teacher who wishes to be relocated must indicate to the board, in writing, his or her choice of region or regions, before June 1.

Before July 1 of that same school year, the board shall send the names of the teachers who wish to be relocated, along with the pertinent information, to the Provincial Placement Bureau.

The Provincial Placement Bureau shall then send to the school boards the names of the teachers who wish to be relocated along with the pertinent information.

APPENDIX 35 **TERMS AND CONDITIONS CONCERNING THE PROGRESSIVE RETIREMENT PLAN**

AGREEMENT CONCLUDED

between

_____ SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: _____ GIVEN NAME: _____

ADDRESS: _____

hereinafter called the TEACHER.

SUBJECT: PROGRESSIVE RETIREMENT PLAN

1- Period covered by the progressive retirement plan

This agreement comes into force on July 1, _____ and expires on June 30, _____.

The agreement can expire on another date under circumstances and according to terms and conditions provided for in clauses 5-21.17 and 5-21.18.

2- Time worked

For the term of the agreement, the teacher's time worked shall be equal to a percentage of the regular workweek for each of the years concerned:

for the school year _____ : _____%

for the school year _____ : _____%

for the school year _____ : _____%

for the school year _____ : _____%

for the school year _____ : _____%

Notwithstanding the preceding paragraph, the board and the teacher may agree to change the percentage, provided, however, that the time worked is not less than 40% of the regular workweek or its equivalent in a school year.

Paragraph 2 shall apply subject to the first paragraph of clause 5-21.07.

3- Other terms and conditions for applying the plan agreed to with the teacher

_____

_____

_____

_____

_____

_____

IN WITNESS WHEREOF, the parties have signed in _____on this _____ day of the month of _____ _____.

_____ _____

For the school board Teacher

Reference: article 5-21.00

APPENDIX 36 TEACHERS COVERED BY CHAPTER 11-0.00 (ADULT EDUCATION), WHO ARE ELIGIBLE FOR A PART-TIME CONTRACT BUT WHO DO NOT HAVE A TEACHING LICENCE

The following provision applies to a teacher covered by Chapter 11-0.00 (adult education) who is eligible for a part-time contract under the terms of the agreement applicable to him or her but who does not have a teaching licence: the teacher in question may nonetheless be hired by the hour to provide the hours of teaching he or she would have provided, had he or she had a part-time contract under the terms of the agreement, were it not for the fact that he or she does not have a teaching licence.

APPENDIX 37 VOLUNTARY MOBILITY FOR CERTAIN TEACHERS

Notwithstanding clause 5-3.20, the parties agree to allow permanent regular teachers employed by two different school boards to exchange their respective positions under the following conditions:

1) An exchange of positions shall be subject to a written agreement, in accordance with the contract appearing in this appendix, between the two school boards in question and the two teachers in question. Refusal to consent to such an exchange by one or the other of the two school boards in question shall not be the subject of a grievance. If a contract is drawn up between the four above-mentioned parties, a copy of such contract shall be sent to the two unions in question within 10 days following its signing.

2) When the teacher signs an employment contract with his or her new school board, he or she shall resign from his or her former school board.

3) When hired by the new school board, the teacher shall benefit from the transfer of his or her tenure, the years of experience recognized by his or her former school board and the number of days accumulated in his or her bank of nonredeemable sick days if the only reason for which he or she could lose this right is the break in his or her employment ties.

4) **Contract**

The school board: _____

and the school board: _____

agree that _____

(teacher's name)

and _____

(teacher's name)

shall exchange positions as of the _____ school year

in accordance with the provisions of this appendix.

_____ _____

For the school board For the school board

_____ _____

Teacher Teacher

APPENDIX 38 ALLOCATION OF $13 300 TO SUPPORT THE FORMATION OF CLASSES

1. The Ministère shall allocate an amount of $13 300 to support the formation of classes for the following 4 school years:

   - 2016-2017: $13 300
   - 2017-2018: $13 300
   - 2018-2019: $13 300
   - 2019-2020: $13 300

2. The board shall distribute the amount between the schools and determine the organizational service models for primary and secondary services following recommendations made by the parity committee provided for in clause 8-9.04 from the following choices:

   - support for class composition that takes into account, in particular, the integration of students with behavioural difficulties in regular classes;
   - implementation of new organizational service models that support class composition, in particular the opening of student groups that allow, for example, a priori weighting, transition classes or the addition of teaching resources to provide direct student learning services, the addition of service, etc.

3. Depending on the organizational service models determined by the board, the school administration shall decide the manner in which the resources allocated will be used, following the recommendations of the committee at the school level, as provided for in clause 8-9.05.

4. The unused amounts from the school year during which they were allocated shall be carried forward to the following school year.

APPENDIX 39 DECLARATION OF INTENT CONCERNING STABILITY

The Association, on the one hand, and the Ministère and the Fédération, on the other hand, recognize herein the importance of ensuring stability so as to promote student perseverance and success should a replacement during the year or the assignment to special projects from year to year occur.

Consequently, the parties to the agreement invite the local parties to meet within 60 days of the coming into force of the agreement in order to agree on local provisions promoting greater stability in keeping with the following guidelines:

- complying with subclause C) of clause 5-1.13;

- respect of fundamental rights tide to parental rights;

- limit of the number of teachers during a replacement particularly in the case of a preventative reassignment;

- possibility of an assignment over a two-year period in the case of special projects without this having the effect of preventing local parties from agreeing on an assignment that extend beyond two years;

- complying with employment security mechanism.

APPENDIX 40 LETTER OF INTENT CONCERNING THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN (RREGOP) AND RELEVANT LETTERS OF AGREEMENT ARISING FROM THE AGREEMENT CONCERNING SALARY PARAMETERS, SALARY RELATIVITY, PARENTAL RIGHTS, AND REGIONAL DISPARITIES

A) Letter of Intent Concerning the Government and Public Employees Retirement Plan (RREGOP) for the Employees Concerned by this Plan by Virtue of The RREGOP Act

B) Letter of Agreement Concerning the Creation of a Working Committee on the Government and Public Employees Retirement Plan (RREGOP)

C) Letter of Agreement Concerning the Settlement of Disputes Related to any Provision Providing an Improvement to the General Parameter for the Year 2013 Based on the Nominal GDP Growth for the Years 2010, 2011 and 2012

D) Letter of Agreement Concerning the Creation of a Working Committee to Review the Issues Related to Outings

E) Letter of Agreement Concerning the Implementation of Salary Relativity on April 2, 2019

F) Letter of Agreement Concerning the Creation of a Working Committee on the Adjustment of the Supplementary Benefits Paid During a Maternity Leave

G) Letter of Agreement Concerning the Abolition of Certain Premiums

A) Letter of Intent Concerning the Government and Public Employees Retirement Plan (RREGOP) for the Employees Concerned by this Plan by Virtue of The RREGOP Act

1. Legislative and Regulatory Amendments

   The Government shall adopt the necessary draft regulations and propose to the National Assembly the adoption of the legislative provisions to make the amendments set out in articles b) to e) to the Government and Public Employees Retirement Plan (RREGOP).

   These amendments shall apply to all participants (active and inactive) and to all their years of service.

2. Applicable Reduction in Case of Early Retirement

   For participants whose last day of work is July 1, 2020 or beyond, the applicable reduction for early retirement shall increase from 4.0% per year (0.33% per month) to 6% per year (0.5% per month).

3. Eligibility for Pension Without Reduction

   For participants whose last day of work is July 1, 2019 or beyond, the eligibility age for pension without reduction shall increase from 60 to 61.

   For participants whose last day of work is July 1, 2019 or beyond, new criteria of eligibility to pension without reduction is added:

   - Age and years of service totalling 90, if the participant is at least 60 years old.

4. Transitional Provisions

   The provisions set out in articles b) and c) shall not apply to persons who, before the date of presentation to the National Assembly of the draft legislation arising from this agreement, had started reducing their work time by virtue of a progressive retirement agreement as set out in articles 85.5.1 to 85.5.5 of the RREGOP Act.

   The same amendments shall not apply either to persons who have started reducing their work time through a progressive retirement agreement within 100 days following that date and to the extent that the reduction of their work time corresponds to at least 20% of a full-time employee’s regular time.

5. Maximum Number of Years of Service to Calculate Pension Benefits

The maximum number of credited years of service that can be used for calculating pension benefits shall be increased gradually to reach 40 on December 31, 2018. Subject to the following, these years shall guarantee the same benefits as the previous ones:

As of January 1, 2017, the number of credited years of service used for calculating pension benefits beyond 38 must be worked or redeemed. No redeeming of service prior to January 1, 2017 can cause the credited service used for calculating pension benefits to exceed 38 years on January 1, 2017.

- No retroactivity provision shall be permitted. Service exceeding the 38 credited years of service used for calculating pensions before January 1, 2017 shall not be recognized neither through a required contribution nor through a redemption.

- The pension reduction applicable as of the age of 65 years of age (RRQ coordination) shall not apply to the credited years of service used for calculating pension benefits exceeding 35 years.

- Any service occurring, as of January 1, 2017, beyond 38 years of credited years of service shall require a contribution up to a maximum of 40 credited years of service.

Concerning the revaluation of pension credits, the increase from 38 to 40 in the maximum number of years of service shall not result in the increase or decrease of the number of years that would be revalued in the absence of this measure.

The amendments described in article e) shall also apply to the Civil Service Superannuation Plan (CSSP), to the Teacher's Pension Plan (TPP) and to the Pension Plan for Some Teachers (régime de retraite de certains enseignants / RRCE).

B) Letter of Agreement Concerning the Creation of a Working Committee on the Government and Public Employees Retirement Plan (RREGOP)

The parties agree to create a working committee with a mandate to examine the provisions and the financing of the RREGOP, considering some of the issues, in particular:

- its increasing maturity;
- the increase in life expectancy;
- the evolution of the financial markets.

The working committee shall consist of three representatives from the employer party and one representative of each of the following union organizations: Confédération des syndicats nationaux (CSN), the Fédération des travailleuses et travailleurs du Québec (FTQ), and the Secrétariat intersyndical des services publics (SISP)[1].

The work shall start eighteen months before the expiry of the collective agreement. The committee shall produce a report, whether jointly or not, to be presented to the negotiating parties no later than six months before the expiry of the collective agreement.

---

[1] The SISP being the negotiating agent for the CSQ, APTS and SFPQ.

C) Letter of Agreement Concerning the Settlement of Disputes Related to any Provision Providing an Improvement to the General Parameter for the Year 2013 based on the Nominal GDP Growth for the Years 2010, 2011 and 2012

- Considering the July 9, 2010 agreement concerning the salary parameters between the Government and the joint trade union front;

- Considering the existence of disputes related to the provisions allowing an additional percentage of salary increase for the year 2013 based on the nominal GDP growth for the years 2010, 2011 and 2012;

- The Confédération des syndicats nationaux (CSN), the Fédération des travailleurs et travailleuses du Québec (FTQ) and the Secrétariat intersyndical des services publics (SISP)[1] undertake on behalf of all their concerned affiliated unions to desist, on their behalf, any grievance, disagreement notice or other recourse they have submitted in order to contest the employer's decision to not increase the salary rates and scales for the year 2013 by an additional percentage in application of the provision related to the nominal GDP growth for the years 2010, 2011 and 2012.

[1] The SISP being the negotiating agent for the CSQ, APTS and SFPQ.

D) Letter of Agreement Concerning the Creation of a Working Committee to Review the Issues Related to Outings

Eighteen months before the expiry of the collective agreement, the parties shall create a committee, under the Secrétariat du Conseil du Trésor, concerning outings, related to Sectors III, IV or V, that could generate taxable benefits.

The mandate of the committee shall be:

1. To document the taxable character of the benefit as to the payment or reimbursement of outing costs by the employer;

2. To collect the quantitative and qualitative data relevant to the health, education and public service sectors;

3. To analyze the available data;

4. To consider avenues for solutions;

5. To produce a report, whether jointly or not, to be presented to the negotiating parties no later than six months before the expiry of the collective agreement.

The working committee shall consist of three representatives from the employer party and one representative of each of the following union organizations: Confédération des syndicats nationaux (CSN), the Fédération des travailleuses et travailleurs du Québec (FTQ) and the Secrétariat intersyndical des services publics (SISP)[1].

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[1] The SISP being the negotiating agent for the CSQ, APTS and SFPQ.

E) Letter of Agreement Concerning the Implementation of Salary Relativity on April 2, 2019

Within 120 days of the signature of the collective agreement, the parties shall agree to create a working committee, under the Secrétariat du Conseil du Trésor.

The mandate of the committee shall be:

1. To ascertain the issues that could present themselves during the implementation of salary relativity and to agree, if applicable, on solutions;

2. To discuss these issues in order to reach an agreement on the evaluation of the following class titles:

   - Education Consultant (2-2104 and 4-C219);

   - Institution Counsellor (3-1106);

   - Administrative Processes Specialist (3-1109);

   - Community Organizer (3-1551);

   - Lawyer (3-1114).

The working committee shall consist of six representatives from the employer party and two representatives of each of the following union organizations: Confédération des syndicats nationaux (CSN), the Fédération des travailleuses et travailleurs du Québec (FTQ) and the Secrétariat intersyndical des services publics (SISP)[1].

[1] The SISP being the negotiating agent for the CSQ, APTS and SFPQ.

F) Letter of Agreement Concerning the Creation of a Working Committee on the Adjustment of the Supplementary Benefits Paid During a Maternity Leave

Twelve months before the expiry of the collective agreement, the parties shall create a working committee, under the Secrétariat du Conseil du Trésor, concerning the adjustment of the supplementary benefits paid during a maternity leave.

The mandate of the committee shall be:

1. To collect relevant data, in particular on the contributions to various plans from which is exonerated the person receiving the supplementary benefits from the employer during the maternity leave;

2. To ascertain whether or not the value of the exemptions has varied;

3. If applicable, to create the terms and conditions to be considered when evaluating the value of the exemptions;

4. To produce a report, whether jointly or not, to be presented to the negotiating parties no later than three months before the expiry of the collective agreement.

The working committee shall consist of three representatives from the employer party and one representative of each of the following union organizations: Confédération des syndicats nationaux (CSN), the Fédération des travailleuses et travailleurs du Québec (FTQ) and the Secrétariat intersyndical des services publics (SISP)[1].

---

[1] The SISP being the negotiating agent for the CSQ, APTS and SFPQ.

G) Letter of Agreement Concerning the Abolition of Certain Premiums

The parties agree to abolish the following premiums as of the date of signature of collective agreements:

School boards

1) Psychiatric premium applicable to teachers working at the Hôpital Rivière-des-Prairies or the Centre hospitalier régional de Lanaudière (except for the head of teachers)

2) Pedagogical responsibility premium applicable to the Hôpital Rivière-des-Prairies

This decision is based on the fact that, in light of the information collected from the employers, there are no longer any employees benefitting from these premiums.

However, if an employee working on the eve of the signature of the collective agreement was entitled to one of these premiums, the parties agree to re-establish said premium administratively under the same conditions as those prescribed in the 2010-2015 collective agreement.

APPENDIX 41 LINGUISTIC QUALITY OF THE AGREEMENT

1. The parties amended certain provisions of the agreement[1] for the sole purpose of improving its quality.

2. The replacement of the terms used in the past with new terms cannot have the effect of changing the meaning of the provisions concerned or the rights and obligations of the parties.

3. In the case of conflicting interpretations of a new term, the former term shall prevail.

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[1] The Comité patronal and the Centrale des syndicats du Québec prepared a guide entitled *Modifications linguistiques apportées à l'entente E1* that applies with the necessary changes.

APPENDIX 42 DECLARATION OF INTENT ON THE PROFESSIONAL IMPROVEMENT OF TEACHERS

Considering the importance that the parties attribute to professional improvement and continuing education;

The parties recognize that it is the teacher’s duty to take the necessary measures to enable him or her to attain and maintain a high level of professional competency in keeping with the Education Act (CQLR, chapter I-13.3).

APPENDIX 43 DISTANCE TEACHING IN ADULT EDUCATION

Developing and implementing modalities for a distance teaching program shall constitute a consultation object to be submitted to the organization responsible for teacher participation at the level of the board as determined under article 11-6.00 or Chapter 4-0.00, as the case may be, for the teachers concerned.

APPENDIX 44 IMPLEMENTATION OF THE NEW SALARY STRUCTURE IN THE CONTEXT OF SALARY RELATIVITY

SECTION 1 GENERAL PROVISIONS

1 Date of Application

Unless specified otherwise, the provisions set out in this section shall come into effect on April 2, 2019[1], for all class titles listed in Sub-appendix 2[2].

2 Salary Rates, Scales and Rankings

In the context of salary relativity, a new salary structure composed of salary rates and scales by ranking has been introduced. The structure is shown in Sub-appendix 1 and replaces the reference scales and rates with ranking-based remuneration.

This salary structure replaces the salary rates and scales for the class titles included in collective agreements or in the nomenclature of class titles, wording, salary rates and scales in the health and social services sector[3].

The salary structure presented in Sub-appendix 1 applies to class titles[4] identified in Sub-appendix 2 according to ranking and is subject to modifications agreed to by the parties, if applicable, before April 2, 2019. It also specifies if the class title is linked to a salary scale or a single rate.

As of April 2, 2019, the period of time spent in a step by an employee at ranking 19 and above shall be as follows, regardless of his/her category of employment:

- Six months of recognized experience in accordance with the provisions of the collective agreement in steps 1 to 8;

- One year of recognized experience in accordance with the provisions of the collective agreement in steps 9 to 18.

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[1] However, for school board teachers, these shall apply as of the 142nd day of the 2018-2019 school year.

[2] This grammatical note about the exclusive use of the masculine gender in class titles is not applicable in English.

[3] For class titles with a single rate on April 1, 2019, the reference rate shall be the single rate corresponding to the ranking shown in Sub-appendix 1.

[4] In the interpretation and application of this document, should there be discrepancies in the wording of a class title, the class title number shall prevail.

3 Method of Indexation

Salary rates are expressed in an hourly basis except for those applicable to regular teachers and aeronautics teachers which are expressed in an annual basis.

When general indexation parameters or other forms of improvements to salary rates or scales must be applied, these are applied to the base rate and rounded to the nearest cent for the hourly rate, and to the nearest dollar for the annual rate.

In the published collective agreements, the weekly rates are rounded to the nearest cent and the annual rates to the nearest dollar. The numbers of weeks used to calculate the annual rate is 52.18.

Notwithstanding the preceding two sub-paragraphs, the class titles referred to in paragraphs 5.1 to 5.4 of this section shall be increased as described in these items.

When rounding to the nearest cent, the following shall apply:

- When the decimal point is followed by three digits or more, the third digit and the following ones are removed if the third digit is lower than five. If the third digit is equal to or higher than five, the second digit is carried to the nearest higher digit and the third and following digits are removed.

When rounding to the nearest dollar, the following shall apply:

- When the decimal point is followed by one digit or more, the first digit and the following ones are removed if the first digit is lower than five. If the first digit is equal to or higher than five, the dollar is carried to the nearest higher unit and the first decimal and following ones are removed.

4 Exceptions

The provisions set out in the third and fourth sub-paragraphs of article 2 in Section 1 and in article 3 of Section 2 shall not apply to the following class titles[1]:

3-2244	Respiratory Therapist
3-2247	Clinical Teacher (Respiratory Therapy)
3-2246	Technical Coordinator (Respiratory Therapy)
3-2248	Assistant Head Respiratory Therapist
3-3445	Nursing Assistant Team Leader
3-3455	Nursing Assistant
3-2473	Nurse (Institut Pinel)
3-2459	Nurse Team Leader
3-2471	Nurse

[1] Provisions for these class titles are set out in the agreements ratified by the sector-based union parties which stipulate other conditions for the dates of application and integration.

5 Establishing Salary Rates and Scales Applicable to Particular Cases

5.1 Regular School Board Teachers and College Professors

At the renewal of each collective agreement, the method described hereafter shall be used for the first period in which an indexation parameter is granted in order to maintain consistency with the remuneration structure for all employees in the health and social services, school board and college sectors.

For other periods of a collective agreement where an indexation parameter or another type of increase to the salary scale is applicable, the rounding technique of the annual rate shall be that which is set out in the last sub-paragraph of article 3 in this section.

School Boards

- the salary scale applicable to regular school board teachers has been established according to the following method:
    - The annual rate for step 17 corresponds to the maximum hourly rate of ranking 22 multiplied by 1 826.3;
    - Steps 1 to 16 are calculated as follows:

$$\text{Annual Rate of Step (n)} = \frac{\text{Annual Rate of Step (n + 1)}}{1.0425}$$

where n = step number

Thereafter, each annual rate is rounded to the nearest dollar.

- Notwithstanding the fourth sub-paragraph of article 2 in Section 1, the period of time spent in a step by an employee shall be one year of recognized experience in accordance with the provisions of the collective agreement.

Colleges

- The salary scale applicable to regular college professors has been established according to the following method:
    - The annual rate for step 1 corresponds to the annual rate for step 1 for regular school board teachers;
    - The annual rate for step 17 corresponds to the maximum hourly rate of ranking 23 multiplied by 1 826.3;

- Annual rates for steps 2 to 16 have not been calculated using a specific formula and have been adjusted in accordance with general increase parameters.

Thereafter, each annual rate is rounded to the nearest dollar.

Colleges – Particularity for professors with a master's degree and those with 19 or more years of schooling and with a doctorate:

- The annual rate for step 18 corresponds to the annual rate for step 17 multiplied by 1.0163;

- The annual rate for step 19 corresponds to the annual rate for step 18 multiplied by 1.0163;

- The annual rate for step 20 corresponds to the annual rate for step 19 multiplied by 1.0163.

Thereafter, each annual rate is rounded to the nearest dollar.

Step 18 is accessible to holders of a master's degree in the discipline taught or in a discipline relevant to and useful for teaching the discipline specified in the contract.

Steps 18, 19 and 20 are accessible to professors who have 19 or more years of schooling and a doctorate.

Notwithstanding the fourth sub-paragraph of article 2 in Section 1, the period of time spent in a step shall be as follows:

- Six months of recognized experience in accordance with the provisions of the collective agreement in steps 1 to 4;

- One year of recognized experience in accordance with the provisions of the collective agreement in steps 5 to 20.

5.2 Teachers Other than Regular School Board Teachers and Regular College Professors

The salary rates and scales applicable to teachers other than regular school board teachers and regular college professors have been established according to the method set out in Sub-appendix 3.

5.3 Integration Officer (3-2688), Educator (3-2691) and Living Unit or Rehabilitation Supervisor (3-2694)

Class 3 classification for class titles 3-2688 and 3-2691, class 2 salary scale for class title 3-2694, and class 3 salary scales for class titles 3-2688, 3-2691 and 3-2694 are abolished as shown in Sub-appendix 4, Section A.

a) Class 1

The salary scale applicable to class 1 for class titles 3-2688 and 3-2691 is that which is set according to their respective ranking in Sub-appendix 2.

b) Class 2

Integration Agent (3-2688) and Educator (3-2691)

Steps 2 to 13 applicable to class 2 for class titles 3-2688 and 3-2691 are, respectively, steps 1 to 12 of the salary scale and are applicable to class 1 of the same class title.

Step 1 applicable to class 2 has been established as follows:

$$\text{Step 1, Class 2} = \text{Step 1, Class 1} \;/\; (\text{Mean Intermediary Step, Class 1})$$

Everything is rounded to the nearest cent.

The mean intermediary step is established as follows:

$$\text{Intermediary Step, Class 1} = \left(\frac{\text{Maximum Step, Class 1}}{\text{Minimum Step, Class 1}}\right)^{\frac{1}{\text{Number of Steps, Class 1} - 1}}$$

The period of time spent at this step is annual.

Living Unit or Rehabilitation Supervisor (3-2694)

The employee paid according to the class 2 salary scale has been integrated into the class 1 salary scale in accordance with the integration method set out in article 3 of Section 2.

c) Class 3

Integration Officer (3-2688) and Educator (3-2691)

The employee paid according to the class 3 salary scale has been integrated into the class 2 salary scale in accordance with the integration method set out in article 3 of Section 2.

Living Unit or Rehabilitation Supervisor (3-2694)

The employee paid according to the class 3 salary scale has been integrated into the class 1 salary scale in accordance with the integration method set out in article 3 of Section 2.

5.4 Tow-clause Jobs

The salary rate or scale applicable to each of the class titles identified in Sub-appendix 5 has been modified to ensure a variance with each step of the reference class title.

The salary rate or scale for a tow-clause job is as follows:

$$\text{Step Scale}_{n}, \text{Tow} - \text{clause Job} = \text{Step Scale}_{n}, \text{ReferenceJob X Adjustment \%}$$

where n = Step Scale

Everything is rounded to the nearest cent.

The adjustment percentage is shown in Sub-appendix 5.

Where a tow-clause job title includes a single step, the adjustment has been calculated from step 1 of the reference class titles.

For trade apprentices, the rate of the reference title corresponds to the single rate average for the reference class titles.

The provisions of this paragraph are not meant to modify the number of steps for the tow-clause job.

SECTION 2 TRANSITIONAL PROVISIONS

1. Maintaining Classifications

The present section is not meant to modify an employee's classification at the time of his/her integration, other than for the class titles listed in Section A of Appendix 4. Consequently, a grievance may not be filed in these instances.

2. Interpretation

Any relevant provision of the collective agreement shall be adjusted accordingly. The present section shall take precedence over any provision of a collective agreement that contravenes this section.

3. Integration Rules

An employee shall be integrated into the new salary scale of his/her class title at the step with the salary rate equal or immediately higher to his/her salary rate before integration. However, the following exceptions shall apply:

- College professors, high school teachers and lawyers from the health and social services sector (3-1114) shall be integrated at the step they held the day before said integration;

- The weekly supplement of $172 as of March 31, 2015, increased by the applicable increase parameters, paid to the Outpost/Northern Clinic Nurse (3-2491) shall be taken into account at the integration of the employee holding this type of employment at ranking 22.

- Salary relativity advances paid in the form of premiums, internal market compensatory premiums or temporary premiums to employees with class titles identified in Sub-appendix 6 shall be taken into account for the integration of employees holding these class titles at the appropriate ranking.

In the event that an employee's salary rate is higher than the maximum rate or single salary rate according to his/her ranking, the rules for off-rates or off-scales set out in the collective agreement shall apply.

Integrations arising from the present provisions are not meant to modify the period of time spent at a step for the purpose of advancement in salary steps of the collective agreements.

4. Collective Agreement Appendices for College Professors

Appendix VI-3 of the Collective Agreement Binding the Fédération nationale des enseignantes et enseignants du Québec (FNEEQ-CSN) and the Comité patronal de négociation des collèges (CPNC) and Appendix VI-2 of the Collective Agreement Binding the Fédération des enseignantes et enseignants des cégeps (FEC-CSQ) and the CPNC are repealed.

5. Letter of Agreement on Salary Relativity

Any letter of agreement related to salary relativity set out in the collective agreement is repealed.

6. Updating Some Provisions Regarding Salary Premiums or Scales

6.1 Class titles that have received advances on salary relativity

Salary relativity advances paid in the form of premiums, internal market compensatory premiums or temporary premiums to employees with class titles identified in Sub-appendix 6 shall be repealed as of April 2, 2019.

6.2 Weekly supplement of $172 for the Outpost/Northern Clinic Nurse

The weekly supplement of $172 as of March 31, 2015, increased by the applicable increase parameters, shall no longer be paid to the Outpost/Northern Clinic Nurse (3-2491) as of April 2, 2019.

6.3 Classification and Salary Scales Without Incumbent

Given that the 2014-2015 data indicate that there are no incumbents for the class titles listed in Sub-appendix 4, Section B, the parties recognize that these could not be evaluated to determine a ranking.

7. The classification plans or their equivalent shall be adjusted in order to reflect the present provisions.

8. Exceptionally, each premium and each allocation expressed in dollars in effect on April 1, 2019, shall be increased by 2.0% on April 2, 2019[1]. However, the following fixed premiums shall not be increased in this manner:

- Seniority (health and social services);

- Caretaker assigned to a school equipped with a steam-heating system (English Montreal School Board);

- Day caretaker usually assigned to a second school (English Montreal School Board);

- Cleaning of boiler pipes (English Montreal School Board).

[1] For school board teachers, the date of application shall be the 142nd day of work for the 2018-2019 school year. For college professors, the increase shall take place on April 2, 2019.

SUB-APPENDIX 1

STRUCTURE ARISING FROM SALARY RELATIVITY
SALARY RATES AND SCALES AS OF APRIL 2, 2019
FOR THE HEALTH AND SOCIAL SERVICES, SCHOOL BOARD AND COLLEGE SECTORS

		Steps																		
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Rankings	Single Rates
	1	19.01																		1	19.01
	2	19.37																		2	19.37
	3	19.51	19.61	19.70																3	19.69
	4	19.73	19.91	20.06	20.22															4	20.19
	5	19.8	20.25	20.55	20.84															5	20.79
	6	20.20	20.53	20.86	21.21	21.55														6	21.44
	7	20.55	20.98	21.42	21.87	22.35														7	22.20
	8	20.76	21.23	21.72	22.20	22.70	23.22													8	23.00
	9	20.98	21.48	22.01	22.54	23.8	23.65	24.22												9	23.87
	10	21.28	21.80	22.35	22.91	23.48	24.06	24.65	25.7											10	24.76
	11	21.62	22.16	22.74	23.31	23.1	24.52	25.14	25.79	26.47										11	25.77
Rankings	12	21.90	22.55	23.22	23.91	24.61	25.36	25.92	26.1	27.10	27.70									12	26.83
	13	22.23	22.89	23.58	24.27	25.00	25.74	26.52	27.3	27.76	28.38	29,05								13	27.92
	14	22.59	23.27	23.96	24.68	25.42	26.17	26.96	27.77	28.41	29.09	29.77	30.46							14	29.05
	15	22.74	23.51	24.31	25.12	25.98	26.84	27.77	28.70	29.49	30.30	31.14	31.99							15	30.30
	16	23.12	23.97	24.88	25.78	26.73	27.73	28.74	29.80	30.72	31.65	32.62	33.61							16	
	17	23.53	24.47	25.44	26.47	27.51	28.62	29.76	30.94	31.98	33.06	34.16	35.32							17	
	18	23.70	24.73	25.82	26.96	28,15	29.38	30.68	32.02	33.23	34.48	35.77	37.13							18	
	19	24.08	24.79	25.56	26.32	27.13	27.94	28.78	29.66	30.55	31.49	32.43	33.42	34.43	35.30	36.18	37.11	38.05	39.00	19	
	20	24.46	25.25	26.07	26.0	27.78	28.67	29.60	30.55	31.54	32.55	33.61	34.69	35.82	36.80	37.80	38.84	39.89	40.98	20	
	21	24.87	25.71	26.60	27.50	28.5	29.42	30.43	31.48	32.55	33.67	34.83	36.02	37.26	38.35	39.48	40.64	41.83	43.06	21	
	22	25.25	26.16	27.12	28.10	29.12	30.19	31.27	32.41	33.59	34.81	36.07	37.40	38.75	39.96	41.22	42.51	43.85	45.22	22	
	23	25.63	26.61	27.62	28.69	29.79	30.93	32.12	33.35	34.63	35.97	37.34	38.79	40.27	41.63	43.02	44.45	45.95	47.48	23	
	24	26.43	27.48	28.57	29.68	30.86	32.07	33.34	34.65	36.02	37.45	38.91	40.46	42.04	43.50	45.01	46.56	48.15	49.82	24	
	25	26.80	27.92	29.08	30.29	31.55	32.86	34.21	35.65	37.13	38.66	40.26	41.93	43.69	45.27	46.92	48.65	50.41	52.26	25	
	26	27.40	28.59	29.81	31.09	32.43	33.84	35.29	36.81	38.39	40.06	41.77	43.57	45.44	47.18	48.97	50.84	52.77	54.78	26	
	27	28.00	29.25	30.53	31.92	33.33	34.82	36.39	38.01	39.69	41.46	43.31	45.24	47.26	49.14	51.09	53.11	55.22	57.40	27	
	28	28.5	29.68	31.06	32.50	34.2	35.61	37.27	39.01	40.84	42.73	44.74	46.82	49.02	51.06	53.18	55.39	57.70	60.12	28	

Notes : Ranking steps 1 to 18 are annual steps.
From ranking 19, steps 1 to 8 are semi-annual and steps 9 to 18 are annual.
The rates take into account the general salary increase parameters set out in items 1 to 5 in the General Parameters heading, section B of the *Entente concernant les paramètres salariaux, les relativités salariales, les droits parentaux, les disparités régionales et la lettre d'intention relative au régime de retraite des employés du gouvernement et des organismes publics*.

SUB-APPENDIX 2

CLASS TITLE RANKING

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
2	4107	Buyer	10	
2	4161	Buyer, principal class (CSDM)	11	
2	4102	Office Agent, class I	8	
2	4103	Office Agent, class II	5	
2	4101	Office Agent, principal class	11	
2	2152	Speech and Hearing Correction Officer	19	
2	2143	Development Officer	22	
2	2118	Finance Officer	20	
2	2106	Rehabilitation Officer	21	
2	2151	Functional Rehabilitation Officer	20	
2	2149	Social Services Officer	22	
2	5334	Trades Helper	3	X
2	5306	General Kitchen Assistant	3	X
2	5309	Heavy Vehicle Driver Assistant	4	X
2	2120	Analyst	21	
2	2107	Student Life Animator	20	
2	2141	Spiritual Care and Guidance, and Community Involvement Animator	20	
2	4218	Laboratory Attendant	6	
2	2148	Architect	22	
2	2121	Administration Officer	20	
2	4114	Office Assistant	3	X
2	2144	Lawyer	22	
2	2102	Librarian	20	
2	5307	Laundryman	2	X
2	5303	Night Caretaker, class I	6	X
2	5304	Night Caretaker, class II	5	X
2	5301	Caretaker, class I	6	X
2	5302	Caretaker, class II	5	X
2	5310	Light Vehicle Driver	4	X
2	5308	Heavy Vehicle Driver	6	X
2	2147	Preschool Education Consultant	21	
2	2109	Guidance Counsellor	21	

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
2	2155	Nutrition Consultant	19	
2	2119	Communication Consultant	20	
2	2142	Spiritual, Religious and Moral Education Consultant	22	
2	2153	Counsellor in Academic Training	20	
2	2114	Academic and Vocational Information Counsellor	20	
2	2103	Measurement and Evaluation Counsellor	21	
2	2154	Counsellor in Reeducation	21	
2	2104	Education Consultant	22	
2	5311	Cook, class I	11	X
2	5312	Cook, class II	10	X
2	5313	Cook, class III	7	X
2	5336	Mover - CSDM	3	X
2	2115	Dietician/Nutritionist	20	
2	5102	Cabinet Maker	10	X
2	4284	Day Care Service Educator	9	
2	4288	Day Care Service Educator, principal class	11	
2	5104	Electrician	10	X
2	5103	Electrician, principal class	12	X
2	0310	Teacher	22	
2	2116	Occupational Therapist	23	
2	5316	Guard	2	X
2	4206	Nurse	18	
2	4217	Nursing Assistant (or those Possessing a Diploma in Health, Assistance and Nursing Care)	9	
2	2122	Engineer	22	
2	4282	School Transportation Inspector	9	
2	5321	Gardener	7	X
2	4109	Storekeeper, class I	7	
2	4110	Storekeeper, class II	4	
2	4108	Storekeeper, principal class	10	
2	5114	Master Pipe Mechanic	10	X
2	5107	Stationary Engineer, class I	11	X
2	5108	Stationary Engineer, class II	10	X
2	5109	Stationary Engineer, class III	9	X
2	5110	Stationary Engineer, class IV	9	X
2	5106	Mechanics, class I	11	X

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
2	5137	Mechanics, class II	9	X
2	5116	Carpenter	9	X
2	2145	Notary	22	
2	4221	Printing Operator	6	
2	4229	Printing Operator, principal class	9	
2	4202	Data Processing Operator, class I	8	
2	4201	Data Processing Operator, principal class	10	
2	4118	Reprography Operator	6	
2	4117	Reprography Operator, principal class	9	
2	2123	Remedial Teacher	22	
2	2112	Speech Therapist	22	
2	5117	Certified Maintenance Workman	9	X
2	5317	Maintenance Workman, class I (Window Installer, Tile Setter, Sander)	5	X
2	5318	Maintenance Workman, class II	2	X
2	5319	Maintenance Workman, class II (Domestic Help)	2	X
2	5118	Painter	6	X
2	4286	Attendant for Handicapped Students	6	
2	2150	Psychoeducator	22	
2	2113	Psychologist	24	
2	4283	Binder	5	X
2	4113	Secretary	7	
2	4163	Executive Secretary, adm. and regional centres-CSDM	9	
2	4111	Executive Secretary	9	
2	4116	School or Centre Secretary	9	
2	5120	Locksmith	8	X
2	5121	Welder	10	X
2	5125	Specialized Shop Mechanic	11	X
2	2105	Specialist in Teaching Methods and Techniques	21	
2	4223	Student Supervisor	7	
2	4226	Swimming Pool Supervisor	6	
2	4208	Social Work Technician	16	
2	4209	Laboratory Technician	14	
2	4211	Administration Technician	13	
2	4279	Graphic Arts Technician	12	
2	4212	Audiovisual Technician	12	

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
2	4213	Building Technician	15	
2	4205	Documentation Technician	13	
2	4228	Braille Technician	12	
2	4207	Special Education Technician	16	
2	4277	Electronics Technician	14	
2	4281	Vocational Training Technician	13	
2	4276	Food Management Technician	13	
2	4204	Data Processing Technician	14	
2	4278	Data Processing Technician, principal class	16	
2	4214	Recreational Activities Technician	13	
2	4215	School Organization Technician	13	
2	4216	Psychometric Technician	13	
2	4285	Day Care Service Technician	13	
2	4280	School Transportation Technician	12	
2	4230	Interpreter-Technician	15	
2	4225	Binder-Technician-CSDM	6	
2	2140	Translator	19	
2	2146	Certified Translator	19	
2	2111	Social Worker	22	
2	5115	Pipe Fitter	10	X
2	5126	Glazier-Installer-Mechanic	8	X
3	5324	Buyer	9	
3	5313	Executive Assistant	11	
3	5320	University Teaching Assistant	10	
3	5312	Administrative Officer, class 1 – Administrative Sector	9	
3	5311	Administrative Officer, class 1 – Clerical Sector	9	
3	5315	Administrative Officer, class 2 - Administrative Sector	8	
3	5314	Administrative Officer, class 2 - Clerical Sector	8	
3	5317	Administrative Officer, class 3 - Administrative Sector	6	
3	5316	Administrative Officer, class 3 - Clerical Sector	6	
3	5319	Administrative Officer, class 4 - Administrative Sector	4	
3	5318	Administrative Officer, class 4 - Clerical Sector	4	
3	1104	Procurement Officer	20	
3	1533	Training Officer	21	
3	1534	Hearing Deficiencies Training Officer	22	
3	1105	Finance Officer	20	

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
3	1101	Personnel Officer	21	
3	1559	Behavioral Officer	22	
3	1565	Planning, Programming and Research Officer	22	
3	1553	Human Relations Officer	22	
3	1244	Information Officer	20	
3	2688-1	Integration Officer, class I	16	
3	2688-2	Integration Officer, class II	16	
3	3545	Intervention Officer	8	
3	6436	Intervention Officer (Institut Pinel)	7	
3	3544	Medico-legal Intervention Officer	8	
3	3543	Psychiatric Intervention Officer	7	
3	1651	Educational Techniques Officer	20	
3	3244	Service Assistant	3	X
3	6414	General Helper	3	X
3	6415	General Helper in a Northern Institution	6	X
3	2588	Social Assistant	14	
3	6299	Cook’s Helper	4	X
3	6387	Assistant Stationary Engineer	4	X
3	1123	Data Processing Analyst	21	
3	1124	Specialized Data Processing Analyst	23	
3	2251	Medical Record Archivist	15	
3	2282	Medical Record Archivist (Team Leader)	16	
3	5187	Research Clerk	9	
3	2203	Pathology Assistant	15	
3	3462	Rehabilitation Assistant	9	
3	3205	Laboratory or Radiology Technical Assistant	5	
3	3201	Health Care Technical Assistant	5	
3	3218	Dental Technical Assistant	6	
3	3212	Pharmacy Technical Assistant	6	
3	3215	Senior Pharmacy Technical Assistant	8	
3	2242	Assistant Head of Archives	16	
3	2248	Assistant Head Respiratory Therapist	19	
3	1236	Assistant Head Physiotherapist	25	
3	2240	Assistant Head Dietetics Technician	16	
3	2236	Assistant Head Medical Electro-Physiology Technician	17	

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
3	2234	Assistant Head Medical Technologist, Assistant Head Laboratory Technician	18	
3	2219	Assistant Head Radiology Technologist	18	
3	2489	Assistant Head Nurse	21	
3	1254	Audiologist	22	
3	1204	Audiologist-Speech Therapist	22	
3	3588	Health and Social Services Assistant	7	
3	5289	Library Auxiliary	7	
3	1114	Lawyer	-	
3	1200	Bacteriologist	22	
3	1206	Librarian	20	
3	1202	Biochemist	22	
3	6303	Butcher	7	X
3	3485	Stretcher Bearer	4	
3	6320	Launderer	4	X
3	6312	Cafeteria Casher	3	X
3	6395	Pipe Insulator	6	X
3	2290	Transfusion Safety Clinical Officer	19	
3	2466	Quality Assurance and Emergency Medical Services Training Officer	17	
3	2247	Clinical Teacher (Inhalation Therapy)	18	
3	1234	Clinical Teacher (Physiotherapy)	24	
3	2106	Production Coordinator	10	
3	2291	Transfusion Safety Technical Office	19	
3	2699	Head of Module	18	
3	6340	Hairdresser	5	X
3	5323	Unit Supervising Clerk (Institut Pinel)	7	
3	6336	Vehicle Driver	6	X
3	6355	Heavy Vehicle Driver	6	X
3	1106	Institution Counsellor	21	
3	1701	Vocational Guidance Counsellor (Reserved Title), Counsellor in Supportive Relations	21	
3	1703	Work Adaptability Counsellor	20	
3	1115	Building Consultant	24	
3	1543	Maladjusted Children Counsellor	22	
3	1538	Ethics Counsellor	22	
3	1539	Genetic Counsellor	23	

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
3	1121	Health Promotion Counsellor	20	
3	1913	Care Counsellor Nurse	23	
3	2246	Technical Coordinator (Inhalation Therapy)	18	
3	2227	Technical Coordinator (Laboratory)	17	
3	2213	Technical Coordinator (Radiology)	17	
3	2276	Medical Electro-Physiology Technical Coordinator	16	
3	2277	Biomedical Engineering Technical Coordinator	17	
3	6374	Shoemaker	4	X
3	6327	Tailor	4	X
3	1544	Criminologist	22	
3	6301	Cook	10	X
3	2271	Cytotechnologist	16	
3	6409	Draft person	7	
3	1219	Dietician-Nutritionist	21	
3	6365	Cabinet Maker	10	X
3	2691-1	Educator, class I	16	
3	2691-2	Educator, class II	16	
3	1228	Physical Educator / Kinesiologist	20	
3	6354	Electrician	10	X
3	6423	Electrical Mechanic	11	
3	6370	Electronics Technician	9	X
3	1230	Occupational Therapist	23	
3	6369	Tinsmith	10	X
3	6346	Guard (Institut Pinel)	7	
3	6438	Guard	4	
3	6349	Residence Guard	6	X
3	1540	Genagogist	20	
3	2261	Dental Hygienist, Dental Hygiene Technician	15	
3	1702	Occupational Hygienist	20	
3	2253	Medical Illustrator	12	
3	2471	Nurse	18	
3	2473	Nurse (Institut Pinel)	18	
3	3455	Nursing Assistant	13	
3	3445	Nursing Assistant Team Leader	14	
3	2459	Nurse Team Leader	19	
3	1911	Nurse Clinician	22	

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
3	1912	Nurse Clinician Assistant Head Nurse, Nurse Clinician Assistant to the Immediate Superior	24	
3	1917	Clinical Nurse Specialist	24	
3	2491	Outpost/Northern Clinic Nurse	22	
3	2462	Nurse Educator	19	
3	1915	Specialty Nurse Practitioner	26	
3	1916	Nurse Surgical First Assistant	24	
3	1907	Nurse Clinician (Institut Pinel)	22	
3	1205	Biomedical Engineer	23	
3	2244	Respiratory Therapist	17	
3	2232	Clinical Instructor (Laboratory)	17	
3	2214	Clinical Instructor (Radiology)	17	
3	3585	Industrial Workshops Instructor	8	X
3	3598	Handicrafts or Occupational Therapy Instructor	8	
3	1552	Pastoral Facilitator	20	
3	1660	Child Care Worker	20	
3	6363	Labourer	4	X
3	6353	Machinist (Millwright)	11	X
3	5141	Storekeeper	7	
3	6356	Master Electrician	12	X
3	6366	Refrigeration Machinery Master Mechanic	11	X
3	6357	Master Plumber	10	X
3	6380	Garage Mechanic	9	X
3	6383-2	Stationary Engineer, class II	10	X
3	6383-3	Stationary Engineer, class III	9	X
3	6383-4	Stationary Engineer, class IV	9	X
3	6352	Refrigeration Machinery Mechanic	11	X
3	6360	Millwright	10	X
3	3262	Orthosis and/or Prosthesis Mechanic	10	
3	6364	Carpenter	9	X
3	3687	Education Instructor	8	
3	3699	Recreation Instructor	7	
3	6407	Cleaner	4	X
3	5119	Offset Duplicator Operator	6	
3	5108	Data Processing Operator, class I	8	
3	5111	Data Processing Operator, class II	5	

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
3	5130	Braille Production System Operator	5	
3	2363	Dispensing Optician	14	
3	1551	Community Organizer	21	
3	1656	Ortho-pedagogist	22	
3	1255	Speech Therapist	22	
3	2259	Orthoptist	17	
3	6373	Maintenance Worker	6	X
3	6388	General Caretaker	9	X
3	6302	Baker/Pastry Cook	7	X
3	6362	Painter	6	X
3	2287	Clinical Perfusionist	23	
3	2254	Medical Photographer	12	
3	1233	Physiotherapist	23	
3	6368	Plasterer	5	X
3	6359	Plumber or Pipe Mechanic	10	X
3	6344	Porter	3	X
3	6341	Door Attendant	1	X
3	3459	Beneficiary Attendant ("A" Certification)	6	
3	6398	Laundry Attendant	3	X
3	3259	Message Centre Attendant	3	
3	6262	Painting and Maintenance Attendant	6	X
3	3481	Sterilization Attendant	6	
3	3251	Reception Attendant	5	
3	3245	Audiovisual Attendant	3	
3	6335	Housekeeping Attendant (Light Duty)	2	X
3	6334	Housekeeping Attendant (Heavy Duty)	3	X
3	3685	Unit and/or Pavilion Attendant	6	X
3	3467	Therapeutic Equipment Attendant	7	
3	6386	Food Service Attendant	3	X
3	3204	Transport Attendant	3	
3	6418	Physically Handicapped Beneficiaries Transport Attendant	5	X
3	6347	Elevator Attendant	2	X
3	3203	Autopsy Attendant	6	
3	3480	Beneficiary Attendant	7	
3	5117	Storeroom Attendant	4	

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
3	3241	Animal Attendant	4	
3	3505	Attendant in a Northern Institution	7	
3	3208	Ophthalmology Attendant	6	
3	3247	Orthopedic Attendant	7	
3	3223	Physiotherapy and/or Occupation Therapy Attendant	6	
3	3449	Operating Room Attendant	6	
3	3229	Senior Orthopedic Attendant	8	
3	6325	Presser	3	X
3	1652	Specialized Psycho-educator in Psychosocial Rehabilitation	22	
3	1546	Psychologist, Human Behaviour Therapist (T.R.) (reserved title)	24	
3	2273	Psycho-technician	13	
3	3461	Child Nurse / Baby Nurse	12	
3	1658	Recreologist	20	
3	6382	Upholsterer	7	X
3	2694-1	Living Unit or Rehabilitation Supervisor, class 1	18	
3	1570	Reviser	23	
3	5321	Legal Secretary	8	
3	5322	Medical Secretary	8	
3	6367	Locksmith	8	X
3	1572	Sexologist	22	
3	1573	Clinical Sexologist	23	
3	1554	Sociologist	19	
3	2697	Sociotherapist (Institut Pinel)	17	
3	6361	Welder	10	X
3	1291	Clinical Specialist in Laboratory Medicine	28	
3	1407	Clinical Activities Specialist	22	
3	1661	Audiovisual Specialist	21	
3	1521	Care Evaluation Specialist	22	
3	1557	Orientation and Mobility Specialist	21	
3	1109	Administrative Processes Specialist	21	
3	1560	Specialist in Rehabilitation for the Visually Impaired	21	
3	1207	Biological and Health Physics Science Specialist	23	
3	6422	Establishment Guard	8	
3	3679	Lifeguard	6	X
3	2102	Contributions Technician	14	

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
3	3224	Class "B" Technician	9	
3	2360	Braille Technician	12	
3	2224	Graduate Medical Laboratory Technician	16	
3	2262	Dental Technician	14	
3	2101	Administrative Technician	13	
3	6317-1	Food Technician, class I	9	
3	6317-2	Food Technician, class II	9	
3	2333	Graphic Arts Technician	12	
3	2586	Social Assistance Technician	16	
3	2258	Audiovisual Technician	12	
3	2374	Building Service Technician	15	
3	2275	Communication Technician	12	
3	2284	Clinical Cytogenetic Technician	16	
3	2257	Dietetics Technician	14	
3	2356	Documentation Technician	13	
3	2686	Specialized Education Technician	16	
3	2370	Industrial, Electricity Technician	13	
3	2381	Electrodynamics Technician	13	
3	2241	Electro-encephalography (EEG) Technician	14	
3	2371	Electro-mechanic Technician	13	
3	2369	Electronics Technician	14	
3	2286	Medical Electrophysiology Technician	15	
3	2377	Mechanical Fabrication Technician	12	
3	2367	Biomedical Engineering Technician	15	
3	2285	Gerontology Technician	13	
3	2280	Horticulture Technician	13	
3	2702	Industrial Hygiene Technician	16	
3	2123	Computer Technician	14	
3	2379	Instrumentation and Control Technician	14	
3	2696	Recreation Technician	13	
3	2362	Orthosis-prosthesis Technician	15	
3	2270	Cardio-respiratory Physiology Technician	14	
3	2368	Prevention Technician	13	
3	2584	Psychosocial Research Technician	13	
3	2124	Specialized Computer Technician	16	

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
3	2223	Medical Technologist	16	
3	2278	Hemodynamic Technologist	16	
3	2208	Nuclear Medicine Technologist	16	
3	2205	Radio-diagnostic Technologist	16	
3	2222	Radiology Technologist (Information and Digital Imaging System)	17	
3	2207	Radiotherapy Technologist	16	
3	2212	Specialized Radiology Technologist	16	
3	2295	Physical Rehabilitation Technologist	16	
3	1258	Art Therapist	22	
3	1241	Translator	19	
3	2375	Community Worker	16	
3	3465	Neighbourhood or Sector Worker	9	
3	1550	Professional Social Worker, Social Work Officer (reserved title)	22	
4	C746	Attendant for Disabled Students	6	
4	C910	Prevention and Security Officer	10	
4	C202	Finance Officer	20	
4	C233	Social Services Officer	22	
4	C505	Administrative Support Agent, class I	8	
4	C506	Administrative Support Agent, class II	5	
4	C503	Administrative Support Agent, principal class	11	
4	C911	Trades Helper	3	X
4	C902	Domestic Helper	2	X
4	C903	General Kitchen Assistant	3	X
4	C204	Academic Advisor	21	
4	C205	Analyst	21	
4	C206	Student Activities Counsellor	20	
4	C432	Sociocultural or Sports Activities Leader	6	X
4	C701	Laboratory Attendant	6	
4	C208	Administration Officer	20	
4	C262	Librarian	20	
4	C905	Residence Caretaker	6	X
4	C925	Light Vehicle Driver	4	X
4	C926	Heavy Vehicle Driver	6	X
4	C263	Student Life Counsellor	20	
4	C220	Guidance Counsellor	21	

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
4	C223	Re-education Counsellor	21	
4	C203	Communication Counsellor	20	
4	C221	Academic Training Counsellor	20	
4	C214	Academic and Vocational Information Counsellor	20	
4	C216	Adapted Services Counsellor	22	
4	C219	Pedagogical Counsellor	22	
4	C915	Cook, class I	11	X
4	C916	Cook, class II	10	X
4	C917	Cook, class III	7	X
4	C716	Cabinetmaker	10	X
4	C702	Electrician	10	X
4	C704	Electrician, principal class	12	X
4	C305	College Professors	23	
4	C417	Dental Hygienist	14	
4	C421	Interpreter (Cégep Ste-Foy and Vieux Montréal)	15	
4	C907	Gardener	7	X
4	C620	Storekeeper, class I	7	
4	C621	Storekeeper, class II	4	
4	C934	Labourer	2	X
4	C719	Equipment Maintenance Mechanic	10	X
4	C728	Stationary Engineer, class III	10	X
4	C726	Stationary Engineer, class I	10	X
4	C729	Stationary Engineer, class IV	9	X
4	C732	Stationary Engineer, class VII	9	X
4	C735	Stationary Engineer, class X	9	X
4	C737	Stationary Engineer, class XII	9	X
4	C738	Stationary Engineer, class XIII	9	X
4	C741	Stationary Engineer, class XVI	9	X
4	C742	Stationary Engineer, class XVII	9	X
4	C707	Carpenter	9	X
4	C431	Socio-cultural or Sports Activities Counsellor	10	
4	C430	Day Camp Counsellor	6	X
4	C725	Electronic Phototypesetter Operator	8	
4	C703	Offset Duplicator Operator	6	
4	C700	Offset Duplicator Operator, principal class	9	
4	C755	Data Processing Operator	8	

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
4	C708	Certified Maintenance Technician	9	X
4	C709	Painter	6	X
4	C908	Security Attendant	5	
4	C222	Psychologist	24	
4	C606	Administrative Secretary	9	
4	C209	Specialist in Teaching Methods and Techniques	21	
4	C753	Swimming Pool Supervisor	6	
4	C419	Test Bed Technician	16	
4	C840	Certified Aeronautics Maintenance Technician	17	
4	C830	Aeronautics Maintenance Technician (Collèges Chicoutimi and Édouard-Montpetit)	13	
4	C405	Administration Technician	13	
4	C409	Graphic Arts Technician	12	
4	C406	Audiovisual Technician	12	
4	C413	Building Services Technician	15	
4	C401	Information Technician	13	
4	C424	Special Education Technician	16	
4	C411	Electronics Technician	14	
4	C416	Mechanical Production Technician	14	
4	C414	Information Technician	12	
4	C403	Data Processing Technician	14	
4	C402	Data Processing Technician, principal class	16	
4	C407	Recreational Activities Technician	13	
4	C418	Social Work Technician	16	
4	C404	Laboratory Technician	14	
4	C231	Social Worker	22	
4	C706	Pipe Fitter	10	X

Note: The class title rankings listed in this appendix are those ascertained as of the date of the signature of the agreement, without admission from the union party.

*** Sector 2: School Boards; sector 3: Health and Social Services; sector 4 : Colleges**

SUB-APPENDIX 3

TEACHERS OTHER THAN REGULAR SCHOOL BOARD TEACHERS

Class Titles #	Class Titles	Reference Class Titles	Adjustment	Rule
0395	Casual Supply Teacher	0310 – Teacher	1 / 1000 of step 1	Truncated[1] to the cent
0397	Teacher-by-the-lesson, class 16	0310 –Teacher	Increase[2] granted to step 8	Rounded to the cent[3]
0397	Teacher-by-the-lesson, class 17	0310 – Teacher	Increase[2] granted to step 10	Rounded to the cent[3]
0397	Teacher-by-the-lesson, class 18	0310 – Teacher	Increase[2] granted to step 12	Rounded to the cent[3]
0397	Teacher-by-the-lesson, class 19	0310 – Teacher	Increase[2] granted to step 14	Rounded to the cent[3]
0396	Teacher paid on an hourly basis	Teacher-by-the-lesson	Rate for class 16[4]	n/a

TEACHERS OTHER THAN REGULAR COLLEGE PROFESSORS

Class Titles #	Class Titles	Reference Class Titles	Adjustment	Rule
C399	Hourly-paid Professor, class 16	C305 – Professor	Increase[2] granted to step 8	Rounded up to the cent[3]
C399	Hourly-paid Professor, class 17 & 18	C305 – Professor	Average increase[2] granted to steps 10 & 12	Rounded to the cent[3]
C399	Hourly-paid Professor, class 19 & 20	C305 – Professor	Average increase[2] granted to steps 14 & 16	Rounded to the cent[3]
C330	Aeronautics Professor	C305 – Professor	Increase[2] granted to step 15	Rounded to the dollar[5]
C393	Aeronautics Professor – Overtime	C305 – Professor	Increase[2] granted to step 15	Rounded to the cent[3]
C394	Aeronautics Professor in Continuing Education	C305 – Professor	Increase[2] granted to step 15	Rounded to the cent[3]

1 When the decimal point is followed by three digits or more, the third digit and the following ones are removed.
2 The increases calculated from the reference step (step in time t / step in time t-1) are rounded to four decimals.
3 When the decimal point is followed by three digits or more, the third digit and the following ones are removed if the third digit is lower than five. If the third digit is equal to or higher than five, the second digit is carried to the nearest higher digit and the third and following digits are removed.
4 This is not an adjustment. The applicable rate is that of the teacher-by-the lesson, class 16.
5 When the decimal point is followed by one digit or more, the first digit and the following ones are removed if the first digit is lower than five. If the first digit is equal to or higher than five, the dollar is carried to the nearest higher unit and the first decimal and following ones are removed.

SUB-APPENDIX 4

ABOLISHED CLASSIFICATIONS AND SCALES

SECTION A: TO BE ABOLISHED ON APRIL 2, 2019

Sector	*Class Titles #*	*Class Titles*	*Abolished Scale or Classification*
3	*2694*	*Living Unit or Rehabilitation Supervisor, class 2*	*Scale*
3	*2694*	*Living Unit or Rehabilitation Supervisor, class 3*	*Scale*
3	*2688*	*Integration Officer, class 3*	*Scale and Classification*
3	*2691*	*Educator, class 3*	*Scale and Classification*

SECTION B: CLASS TITLES WITHOUT INCUMBENTS

Sector	*Class Titles #*	*Class Titles*
4	*C232*	*Student Affairs Counsellor*
4	*C909*	*Storekeeper, principal class*
4	*C727*	*Stationary Engineer, class II*
4	*C731*	*Stationary Engineer, class VI*
4	*C739*	*Stationary Engineer, class XIV*
4	*C745*	*Stationary Engineer Assistant, class XX*
3	*3446*	*Nursing Assistant, Assistant Team Leader*
3	*3495*	*Attendant in Rehabilitation or Industrial Occupation (Psychiatric Establishments)*
3	*3458*	*Community Organizer Monitor (Institut Pinel)*
3	*3684*	*Workshop Instructor (Institut Pinel)*

SUB-APPENDIX 5
TOW-CLAUSE JOBS, SCHOOL BOARDS

Class Title #	Class Titles	Employment Class	Reference Class Titles	Adjustment %
5133	Trade Apprentice, 1st year	0	2-5104; 2-5115; 3-6354; 3-6359; 4-C702; 4-C706	72.5
5134	Trade Apprentice, 2nd year	0		75.0
5135	Trade Apprentice, 3rd year	0		77.5
5136	Trade Apprentice, 4th year	0		80.0

TOW-CLAUSE JOBS, HEALTH AND SOCIAL SERVICES

Class Title #	Class Titles	Employment Class	Reference Class Titles	Adjustment %
1914	Specialty Nurse Practitioner Candidate	0	3-1915	97.5
2485	Nurse on a Refresher Period	1	3-2471	90.0
2490	Candidate for Admission to the Practice of the Nursing Profession	1	3-2471	91.0
3456	Candidate for Admission to the Practice of Practical Nursing	1	3-3455	91.0
3529	Licensed Practical Nurse on a Refresher Period	1	3-3455	90.0
4001	Nursing Extern	1	3-2471	80.0
4002	Respiratory Therapy Extern	1	3-2244	80.0
4003	Medical Technology Extern	1	3-2223	80.0
6375	Trade Apprentice, step 1	1	2-5104; 2-5115; 3-6354; 3-6359; 4-C702; 4-C706	72.5
6375	Trade Apprentice, step 2	1		75.0
6375	Trade Apprentice, step 3	1		77.5
6375	Trade Apprentice, step 4	1		80.0

SUB_APPENDIX 6

ADVANCES ON SALARY RELATIVITY

Sector	*Class Title #*	*Class Titles*	*Advance*
3	*2702*	*Occupational Health Technician*	*13.50%*
3	*2277*	*Technical Coordinator in Biomedical Engineering*	*9.00%*
3	*2697*	*Social Therapist*	*11.01%*
3	*2367*	*Technician in Biomedical Engineering*	*9.00%*