Entente concluded

between

on the one hand,

The Management Negotiating Committee for English-language School Boards (CPNCA)

and

on the other hand,

The Quebec Provincial Association of Teachers (QPAT) on behalf of the teachers' unions which it represents

2015-2020

Produced by the Management Negotiating Committee
for English-language School Boards (CPNCA)
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CHAPTER 1-0.00 DEFINITIONS

1-1.00 DEFINITIONS

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

1-1.01 QESBA

The Quebec English School Boards Association

1-1.02 QPAT

The Quebec Provincial Association of Teachers

1-1.03 Staff assistant

A teacher who acts in the capacity of vice-principal in a school where the number of students does not warrant the appointment of a vice-principal.

1-1.04 Year of schooling

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

1-1.05 Year of experience

Every year recognized in accordance with article 6-2.00.

1-1.06 School year

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

1-1.07 Provincial Relocation Bureau or Bureau

The body composed of the English-language boards, the QESBA and the Ministère, the function of which, among others, is to relocate teachers on availability.

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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)

1-1.08 CPNCA

Management Negotiating Committee for English-language School Boards as established under paragraph 2 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).

1-1.09 Centre

An educational institution, under the authority of a principal, whose mission is to provide educational services to students enrolled in the adult education or vocational training sector; the institution may be located in several rooms or buildings at its disposal.

However, for the purposes 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".

1-1.10 Department head

A teacher who performs, in addition to his or her duties as a teacher in a school, a centre or a group of schools or centres, the duties of department head with a group of teachers at the elementary or secondary level or in the adult education or vocational training sector, as the case may be.

1-1.11 Board

The _____ School Board
(name of employer school board)

1-1.12 Spouse

Spouse means either of two persons who:

a) are married or joined in civil union and cohabiting;

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

c) are of opposite sex or the same sex and have been living together in a conjugal relationship for one year or more.

It being understood that the dissolution of the marriage by divorce or annulment or the dissolution of the civil union as provided for by 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 mean the loss of spousal status.

1-1.13 Collective agreement or agreement

All the stipulations of the entente and the stipulations negotiated and agreed at the local or regional level as well as, if need be, local arrangements, 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 to exercise authority in accordance with the Education Act (CQLR, chapter I-13.3) and the powers that 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 in accordance with the Education Act (CQLR, chapter I-13.3).

1-1.16 School administration

The principal, his or her delegate or any other person appointed by the board to carry out this function.

1-1.17 Salary scale

Applicable salary scale prescribed in clause 6-4.02

1-1.18 Step

Subdivision of salary scale

1-1.19 School

An educational institution, under the authority of a principal, whose mission is to provide educational services to students other than those enrolled in the adult education or vocational training sector; the institution may be located in several rooms or buildings at its disposal.

However, for the purposes 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".

1-1.20 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).

1-1.21 Teacher-by-the-lesson

A teacher whose contract of engagement, under Appendix I-c, specifically determines the instruction to be dispensed to students and the number of hours and periods that the teaching involves.

1-1.22 Part-time teacher

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

1-1.23 Full-time teacher

A teacher who, being neither a teacher-by-the-lesson, a part-time teacher or a replacement teacher, has a written contract of engagement under Appendix I-a.

1-1.24 Teacher on availability

Status of a regular tenured teacher in surplus.

1-1.25 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.

1-1.26 Regular teacher

A teacher engaged by a tacitly renewable annual contract.

1-1.27 Replacement teacher

A teacher whose contract of engagement, under Appendix I-d, determines that he or she is employed to replace an absent teacher.

1-1.28 Supporting teacher

A teacher who, in addition to his or her teaching duties, performs his or her duties as a supporting teacher as provided for in clause 8-11.04 in a school or a group of schools.

1-1.29 Teacher-specialist in guidance

A regular or full-time teacher who has taken courses in guidance, who is not employed by the board as a counsellor in academic training or a guidance counsellor and to whom the board assigns, in addition to teaching students, the duty of participating in the student guidance program established by the board.

1-1.30 Entente

All the stipulations negotiated and agreed at the provincial level by the CPNCA and QPAT 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).

1-1.31 Government

The Government of Québec

1-1.32 Grievance

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

1-1.33 Students' timetable

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

1-1.34 Legally qualified

A person who holds a personal teaching authorization issued by the Minister is legally qualified. Such an authorization shall take the form determined by the Minister in a regulation.

1-1.35 Ministère

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

1-1.36 Minister

The Minister of Education, Recreation and Sports

1-1.37 Grouping plan

Plan describing the grouping together of categories and subcategories of teachers of English-language school boards for the purposes of identifying teachers to be declared excess, placed on availability or nonreengaged because of surplus, as provided for in Appendix II.

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 in the case where the school has more than one building at its disposal.

1-1.40 Education sector

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

1-1.41 Public and parapublic sectors

A school board, a college or an institution 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) as well as a government agency subject to the Act and the civil service of Québec.

1-1.42 Specialist

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

1-1.43 Specialty

Any of the specialties defined by the Ministère for the purposes of applying the preceding definition.

1-1.44 Casual supply teacher

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

1-1.45 Union

The union: _____

(name of the union of teachers in the employ of the board)

1-1.46 Salary

Remuneration in legal currency to which the step assigned to a teacher entitles him or her according to the salary scale prescribed in article 6-4.00, including all workdays, paid legal holidays and vacation days.

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 certificate of certification and employed by the board to teach preschool, elementary and secondary school students under the authority of the board.

2-1.02

Without limiting the scope of the foregoing, this agreement applies to supporting teachers, head teachers and staff assistants 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 or articles of the agreement in which they are specifically referred to as well as the grievance procedure prescribed in Chapter 9-0.00 for these same clauses apply to the following persons covered by the certificate of certification:

a) casual supply teachers;

b) teachers-by-the-lesson;

c) teachers in the employ of the board who are teaching outside Québec as a result of an agreement approved by the Minister between the teacher, the board, the Government of Canada, the government of another province or country or the Government of Québec.

2-1.04

This agreement does not apply to teachers coming from abroad or from another Canadian province or territory and who teach for the board as a result of an agreement between the board, the Government of Canada or the Government of Québec and the government of another Canadian province or territory or of another country. 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 certificate of certification and employed directly by the board to teach adults within the framework of adult education courses under the authority of the board by virtue of the authorization of the Minister prescribed in the Education Act (CQLR, chapter I-13.3).

2-1.06

Notwithstanding clause 2-1.01, only Chapter 13-0.00 applies to vocational training teachers covered by the certificate of certification and employed directly by the board to teach students within the framework of vocational training courses under the authority of the board by virtue of the authorization of the Minister prescribed in the Education Act (CQLR, chapter I-13.3).

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 CPNCA and QPAT for the purposes of dealing with any issue relating to the application and interpretation of the entente.

2-3.02

The board and the union recognize the QESBA, the Minister, the CPNCA and QPAT for the purposes of assuming, on their behalf, the responsibilities that 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 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 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).

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 A 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 of teachers shall usually be held outside the students' timetable.

However, if at the board's request or with the board's express 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 from his or her work may also be allowed time away from 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 held in accordance with this agreement;

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

c) when he or she is required to participate, for the length of 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 for the length of time deemed necessary by the tribunal as a witness arises from his or her status as an employee;

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 B 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 delegate or his or her official alternate, with the written consent of the union, shall be authorized 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 all the following unions shall be:

	Days
- Eastern Shores Teachers' Association	100
- Châteauguay Valley Teachers Association	50
- Laurier Teachers Union	125
- Montreal Teachers Association	175
- Riverside Teachers' Union	100
- Appalachian Teachers' Association	60
- Western Quebec Teachers' Association	70
- Central Québec Teachers Association	125
- Pearson Teachers Union	130

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

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 during the days of absence prescribed in this section. The union shall reimburse the board for any amount actually paid by the board to the person who filled the said absence as well as any amount paid for or on behalf of that person.

Section C 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 QPAT 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 QPAT.

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 remainder of the current school year, every teacher designated by the union, provided that the board has found a replacement teacher.

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].

Upon the union's written request, 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 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 QPAT asks it to pay.

The union or QPAT, as the case may be, agrees to reimburse the board for all amounts paid to a teacher so released and all amounts paid for or in the name of the teacher, including any supplement and any additional amount of whatever nature (excluding 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 who is not on leave for union business but who is a member of the QPAT board of directors shall be granted release time to attend the meetings of the said board of directors. In this case, reimbursement shall be made by QPAT in accordance with the provisions of subclause d) of clause 3-6.05.

---

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

Section D Leaves of absence without salary for union activities

3-6.11

At the written request of the union or QPAT before June 20, every teacher designated by the union or QPAT shall obtain, for the entire following school year, a leave of absence without salary to work on a full-time basis for the union or QPAT. 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 E 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 alternate, where applicable, shall carry out union activities outside of his or her teaching duties. However, when the union delegate or his or her alternate must leave his or her position, the union delegate or his or her alternate 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

Section A Methods and subjects of participation

4-1.00 METHODS AND SUBJECTS OF PARTICIPATION NEGOTIATED AND AGREED AT THE PROVINCIAL LEVEL

4-1.01

The following subjects shall be submitted to the board-level participating body of teachers:

a) the change of report cards used by the board;

b) the procedures for administering ministerial examinations;

c) the board's evaluation policy concerning the examinations of the board;

d) every employee assistance program that a board decides to implement;

e) the particular educational services for students living in an economically disadvantaged area, when the board organizes such services;

f) the implementation of new pedagogical methods;

g) the criteria governing the choice of textbooks from among the list of those approved by the Minister as well as the instructional material required for teaching the programs of study and the methods of application;

h) the timetable;

i) distance teaching in the adult education and vocational training sectors.

4-1.02

The following subjects shall be submitted to the school-level participating body of teachers:

a) the system for evaluating the achievement and progress of students entrusted to teachers and the reporting method used for the school administration and parents;

b) the system for monitoring late arrivals and absences;

c) the choice of textbooks and instructional materials required for teaching the programs of study;

d) the school's organization plan and any project which is part of the plan.

4-1.03

The following subjects shall be submitted to the participating body determined by the board and the union:

a) the use of technological tools as part of his or her teaching duties;

b) the use of technological tools in carrying out duties related to a teacher's general duties.

4-2.00 METHODS AND SUBJECTS OF PARTICIPATION NEGOTIATED AND AGREED AT THE LOCAL OR REGIONAL 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).

Section B Procedures of participation

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 A Contracts of engagement

5-1.01

Engagement shall be the responsibility of the board.

With the exception of the engagement of a casual supply teacher, the engagement of a teacher shall be made by written contract.

5-1.02

The engagement of a full-time teacher, a part-time teacher, a teacher-by-the-lesson or a replacement teacher shall be made according to one of the following options as set out in subclauses a) and b) of this clause.

Contract

a) For the purposes of signing the contract found in Appendix I-a, I-b, I-c or I-d, the board shall forward the contract to the full-time teacher (first contract only), part-time teacher, teacher-by-the-lesson or replacement teacher within 35 days of his or her first day of work. The teacher shall have 30 days after the contract was transmitted in which to sign and return it to the board. At the end of the time limit, failure to receive the contract duly signed by the teacher, the contract is deemed signed. The board shall forward a copy of the contract, signed or not, within five days of the end of the last time limit.

Letter of engagement

b) The engagement of a full-time teacher (first contract only), part-time teacher, teacher-by-the-lesson or replacement teacher may also be made by letter of engagement.

The letter of engagement found in Appendix I-e includes the same information as the contract. It is considered as a contract with the same obligations and legal status. It shall be forwarded to the teacher and to the union within 35 days of the teacher's first day of work.

Additional hours

c) When the teacher is granted additional work hours, the board shall forward to the teacher and to the union a new contract or, where applicable, a new letter of engagement outlining the changes made. The same procedures and information prescribed in subclauses a) and b) apply, as the case may be.

Local arrangement

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

5-1.03

Subject to clause 5-1.05 and article 5-8.00, the contract of engagement of a teacher employed as a full-time teacher shall be an annual contract of engagement which is tacitly renewable.

5-1.04

a) The contract of engagement of a teacher employed as a teacher-by-the-lesson shall terminate automatically and without notice on the last workday of the current school year or at an earlier date, which date shall either be clearly stipulated in the contract or shall depend on the occurrence of a specific event specified in the contract. In the latter case, if the contract of engagement stipulates both a date and the occurrence of an event, the contract shall expire on the earlier date.

b) The contract of engagement of a teacher employed as a replacement teacher shall terminate automatically and without notice upon the return of the teacher who is replaced or at the earliest on the last day students are present in school during the current school year as established in the school calendar or on the last workday of the current school year when he or she replaces a teacher who is absent during the last 100 days of the work year.

c) Notwithstanding the preceding subclause, in the case where a teacher on disability leave returns to work on a gradual basis under clause 5-10.17, the contract of engagement of the replacement teacher shall continue, but is reduced in proportion to the number of hours prescribed in the period of gradual return to work until such time as the teacher who is being replaced returns to work on a full-time basis or up to the date prescribed in the preceding subclause. However, during a period of gradual return to work, the contract shall end:

   i) upon the request of the replacement teacher when the period of gradual return to work begins during the first 100 workdays of the school year[1];

   or

   ii) upon the board's request, with the replacement teacher's consent.

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[1] This option can be exercised only once during a disability period and solely before the period of gradual return to work begins.

d) The contract of engagement of a teacher employed as a part-time teacher shall terminate automatically and without notice:

i) on the last workday of the current school year, in the case of a contract for an incomplete school day for the entire school year or for an incomplete school week for the entire school year;

ii) 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;

iii) notwithstanding the preceding subparagraph, on the last workday of the current school year, in the case of a contract to complete a school year beginning on or before the 101st day of the work year;

iv) on a specific date in all other cases, which date be clearly indicated or depend on the occurrence of a specified event.

e) The board and the union may replace the provisions of subclause c) and of subparagraph iii) of subclause d).

5-1.05

The contract of engagement of a nonlegally qualified teacher 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.

The contract of engagement of a teacher whose teaching authorization is revoked shall terminate automatically and without notice on June 30 of the school year during which his or her teaching authorization was revoked.

5-1.06

A part-time teacher whom the board engages between July 1 and December 1 to carry out the workload of a full-time teacher until the end of the school year is entitled to a full-time contract as of the date stipulated for his or her entry into service.

However, the granting of a full-time contract shall be subject to the application of the provisions of clause 5-3.36.

5-1.07

The teacher-by-the-lesson to whom the board assigns, as a weekly average, more than 1/3 of the annual workload of a full-time teacher and who so requests the board at the time of engagement is entitled to a part-time teacher's contract.

5-1.08

The board shall offer a replacement teacher contract to the casual supply teacher whom it engages to replace a full-time, part-time or replacement teacher whose period of absence has been predetermined as being longer than 40 consecutive workdays.

Notwithstanding the preceding paragraph, after 40 consecutive workdays of absence of a full-time, part-time or replacement teacher, the board shall offer a replacement teacher contract to the casual supply teacher who replaced the teacher during the entire absence. The contract shall be retroactive to the first workday of supply teaching resulting from the absence of the teacher who is being replaced. The fact that the casual supply teacher is absent on one or more occasions totalling not more than three days during the accumulation of the 40 consecutive workdays of replacement shall not affect such accumulation.

However, in the cases prescribed in the preceding two paragraphs, the teacher is, in no case, entitled to avail himself or herself of the provisions of clause 5-1.06.

5-1.09

A teacher may not be required to take courses or meet particular requirements in order to obtain legal qualifications other than those he or she already has or is preparing to acquire.

Section B Provisions dealing with priority of employment lists for the purposes of awarding contracts (subject to security of employment, priorities of employment and acquisition of tenure)

Part I Applicable principles

5-1.10

The following teachers are excluded from all priority of employment lists:

a) the teacher who is employed full-time;

b) the teacher who is not legally qualified within the meaning of clause 1-1.34.

5-1.11

The names of eligible teachers shall be entered on the priority of employment lists according to seniority as established under article 5-2.00.

5-1.12

Except in the case prescribed in the second paragraph of clause 5-1.08, the board that must hire a part-time or replacement teacher shall offer the contract to the teacher in accordance with clause 5-1.13, provided he or she meets the specific requirements of the position to be filled under clause 5-21.06.

Part II Provisions dealing with priority of employment lists subject to the principles outlined in Part I

5-1.13

Part II 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 C 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).

Section D Consequence of refusing a regular teaching position assigned in accordance with subparagraph i) of clause 5-3.36

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 any such clauses, the consequence is the same as that applicable to a refusal of a part-time or replacement teacher’s contract, with any necessary modifications.

Section E 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).

5-2.00 SENIORITY

5-2.01

a) The teacher in the employ of the board on the date of the coming into force of the entente shall retain the seniority already acquired on that date. The same applies to the person who is not in the employ of the board as a teacher on the date of the coming into force of the entente, but who is entitled to seniority for the period prior to that date in accordance with the provisions of this agreement.

b) Every person who, before December 31, 1982, held a position other than a teaching or nonteaching professional position with the board and who becomes a teacher after the date of the coming into force of the entente shall have the years prior to December 31, 1982 during which he or she held such a position recognized as years of seniority, up to a maximum of eight years.

c) Every person who, between January 1, 1983 and the date of the coming into force of the entente, held a position other than a teaching or nonteaching professional position with the board and who becomes a teacher after the date of the coming into force of the entente shall have that period of employment recognized as years of seniority, up to a maximum of two years.

d) Subject to the provisions of this clause, seniority shall be calculated as of the date of the coming into force of the entente according to the following provisions.

5-2.02

Seniority is the period of employment:

a) at the board; however, the period of employment in positions other than those of teacher or nonteaching professional as well as the period of employment prescribed in subclause c) of clause 5-2.01 may not be accrued for more than two years, without prejudice to the seniority established in accordance with the other provisions of clause 5-2.01;

b) as a teacher at a school administered by an associated institution authorized by law and located in the territory of the board if the teaching offered by the school is assumed by the board.

5-2.03

Seniority shall be determined for teachers under contract only.

5-2.04

Seniority shall be determined in terms of years and portions of years. However, the time spent as a casual supply teacher shall not be counted. Nevertheless, the time that a teacher spent as a casual supply teacher in a position of which he or she is now the incumbent shall be counted.

5-2.05

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

i) for each school year where the period of employment covers the entire school year, one year of seniority shall be recognized for the teacher;

ii) for each school year where the period of employment does not cover the entire school year, a portion of the year based on the following formula shall be recognized for the teacher for that period of employment: the number of working days included in the period, divided by 200.

b) The seniority of a part-time or replacement teacher shall be determined as follows:

the number of working days 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, divided by 200.

Where, under subclause b) or subparagraph ii) of subclause d) or a local arrangement under subclause e) of clause 5-1.04, the contract of a part-time or replacement teacher expires on the last day of class or another date determined by local arrangement, the workdays until the last workday of the school year are included in the number of working days.

c) The seniority of a teacher-by-the-lesson shall be determined as follows:

the number of working days 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, divided by 200.

d) The period of employment in duties other than teaching duties shall be converted in terms of portions of years according to the following formula:

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

Where:

x = number of working days covered by the period of employment of the full-time employee in the employment category concerned

y = number of working days in the work year applicable to the full-time employee in the employment category concerned

n = portion 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 the portion of the year during which he or she occupied a position other than a teaching position than a teacher who was in service during that same period of the school year.

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

5-2.07

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

a) the teacher's resignation, except for 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 for 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, replacement teacher or teacher-by-the-lesson and his or her reengagement by his or her board.

Notwithstanding the foregoing, a teacher shall not lose seniority as long as he or she is eligible to be registered on a priority of employment list under Section B of article 5-1.00.

5-2.08

On or before November 30 of each year or at another date agreed upon by the board and the union, the board shall determine the seniority of every teacher in its employ in accordance with this article and shall forward a list thereof to the union. Subsequently, unless the board and the union agree on corrections to the list, the seniority determined under this article for every such teacher may only be contested in accordance with clause 5-2.09 and applies for every such teacher until an arbitrator decides otherwise.

5-2.09

If the union contends that the board has not established, in accordance with this article, the seniority of a teacher in its employ, it may submit the grievance to arbitration within 60 days after the union receives the first seniority list from the board following the coming into force of this agreement and, subsequently, within 40 days after the union receives the seniority list for each subsequent year.

Such a 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 as a priority over any other. However, the arbitrator's decision may contain a brief description of the case and a summary of the reasons supporting its conclusion.

5-2.10

Within 30 days of every new engagement for the current school year and if the newly engaged individual has seniority at the time of his or her engagement, the board shall inform the union of the seniority it has determined for the teacher concerned. The union may only contest it within 30 days of receiving the notice. Clauses 5-2.08 and 5-2.09 apply to the teacher by making the necessary changes.

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 by an institution in accordance with the provisions of this 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 as provided under this article.

5-2.13

For the purposes of this article, seniority recognized for a teacher under clause 11-9.01 or 13-10.01 applies and any additional seniority shall be added to the seniority already recognized.

5-2.14

The seniority that the teacher acquires with the board under clause 5-3.38 shall be recognized by the board, including the necessary adjustments, and any additional seniority shall be added thereto in accordance with the provisions of this article.

In the event of a disagreement concerning the seniority that the board recognizes for the teacher under clause 5-3.38, the teacher concerned or the union may submit a written complaint to the board within 25 days of the date of his or her engagement. Within 25 days after the board receives the complaint, the board and the union shall meet to find a satisfactory solution, if necessary; in this respect, they may correct the seniority recognized for the teacher and subsequently modify the seniority list.

Failing agreement between the board and the union, the latter may, within 50 days after the board receives the complaint, refer the complaint to a provincial parity committee composed of a representative appointed jointly by the QESBA and the Ministère and of a representative appointed by QPAT. The committee shall study the complaint and render a unanimous decision within 30 days of the date on which it was referred to the committee. The unanimous decision shall be final and shall bind all concerned. If there is no unanimity within the committee or if no unanimous decision is reached within the time limit allotted, the union may refer the complaint to arbitration according to the procedure described in article 9-1.00 within 60 days of the date on which the complaint was referred to the committee.

5-2.15

Notwithstanding any provision to the contrary, the seniority list in effect at the board on the date of the coming into force of this entente is deemed valid for the purposes of applying the agreement until the date of the coming into force of the new seniority list established under this article.

5-3.00 SECURITY OF EMPLOYMENT SYSTEM

Section A General provisions

5-3.01

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

5-3.02

Except as provided in clause 5-3.36, this article applies to regular teachers only and shall grant no right or benefit to teachers who are not legally qualified nor to teachers-by-the-lesson, part-time teachers or replacement teachers.

5-3.03

Solely for the purposes of this article, 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 a full-time regular employee in another position at the board since his or her engagement.

For the purposes 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 is considered as service with the board.

5-3.04

The regular teacher who has acquired his or her tenure under this article and who is placed on availability by his or her board under clause 5-3.21 is entitled to security of employment and is considered as a teacher on availability.

5-3.05

Should the teacher be placed on availability in accordance with the provisions of this article, this article shall prevail over any provision of his or her contract of engagement which could prove to be inconsistent with a provision of this article.

5-3.06

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

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

c) Insofar as his or her employment ties have not been severed, the 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 subclauses.

d) The tenure and years of experience of a tenured teacher who leaves a board for another school board following a resignation submitted in accordance with article 5-9.00 shall be recognized.

5-3.07

In order to avoid an increase in the surplus of personnel, a regular teacher cannot be in the employ of another school board or educational institution in the education sector without his or her board's approval.

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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.

5-3.08

Clauses 5-3.10 to 5-3.35 apply to teachers in service and to those who are on leave with or without salary or who are absent because of disability for all or part of the current school year or the following school year. Clauses 5-3.10 to 5-3.20 do not apply to teachers on availability within the meaning of this article.

For the purposes of applying this article, if the board must take seniority into account and two or more teachers have equal seniority, the teacher who has the most experience is deemed to have the most seniority and, of those who have equal experience, the teacher who has the most schooling is deemed to have the most seniority.

5-3.09

a) The provisions of this clause apply only to the teachers of a school or, where applicable, part of a school which closes and solely if the instruction dispensed to the students affected by the closure will be provided at another school of the board for the following school year.

b) The teachers affected by a closure may be transferred provisionally to the school or schools where such instruction will be provided for the following school year. In its decision concerning a provisional transfer, the board shall take into account, among other factors, the number and type of students registered in each school and the preferences expressed by the teachers.

c) Before March 1 preceding the partial or total closure of a school, the board shall notify the teachers affected by a provisional transfer.

d) Once notified, the teachers concerned are deemed to belong to the staff of the school to which they are transferred for the purposes of applying Section B of this article.

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

Section B Teaching staff needs and determination of excess and surplus based on the organization of services

5-3.10

The principal shall, after consulting the teachers of the school and based on the services offered, inform the board of its teaching staff needs required to implement the school's educational project, while taking into account the subject-time allocation. Before April 30 of each year, the board shall determine the provisional staff needs for the following school year in accordance with the provisions relating to the teacher's workload and the rules governing the formation of student groups. If, following the application of this clause, the forecasts of the said needs result in an excess of staff in one or more categories or, where applicable, subcategories of teachers of the board in accordance with the grouping plan provided for in Appendix II, clauses 5-3.11 to 5-3.20 apply.

There is an excess in one or more categories or, where applicable, subcategories at the level of the board when:

> in a given category or subcategory, the total number of regular teachers in the employ of the board at the time of the application of this clause, excluding teachers on availability within the meaning of this article, excluding teachers on leave with or without salary for the entire following school year and whose return to service is not permitted during the school year and excluding the resignations received and retirements granted, as known before the application of this clause,

is greater than:

> the total number of teachers in terms of full-time teachers foreseen for such category or, where applicable, subcategory for the following school year.

A positive difference equals the number of excess teachers in a given category or subcategory; if it is not a whole number, it shall be rounded off to the next whole number.

5-3.11

In cases where there is an excess of staff, the board shall identify within each category or, where applicable, subcategory, the teachers with the least seniority in the category or subcategory, up to the total number of teachers foreseen as excess for such category or subcategory according to clause 5-3.10.

The board shall inform the union of the names of the teachers thus identified in each category or subcategory.

5-3.12

Before April 30 of each year, the school administration shall inform the school-level participating body of teachers and the teachers of the provisional needs in staff for the following school year. If the forecasts of the said provisional needs result in an excess of staff in one or more categories or, where applicable, subcategories of teachers in the school in accordance with the grouping plan prescribed in Appendix II, clauses 5-3.13 to 5-3.20 apply.

There is an excess in one or more categories or, where applicable, subcategories in the school when:

> in a given category or subcategory, the total number of regular teachers in the school at the time of the application of this clause, excluding teachers on availability within the meaning of this article, excluding teachers on leave with or without salary for the entire following school year and whose return to service is not permitted during the school year and excluding the resignations received and retirements granted, as known before the application of this clause,

is greater than:

the total number of teachers in terms of full-time teachers foreseen for the category or, where applicable, subcategory for the following school year.

A positive difference equals the number of excess teachers in a given category or subcategory; if it is not a whole number, it shall be rounded off to the next whole number.

5-3.13

In cases where there is an excess of staff, the school administration shall proceed in the following order in each category or, where applicable, subcategory of teachers in the school in accordance with the grouping plan prescribed in Appendix II:

- teachers shall be declared excess according to the inverse order of seniority up to the total number of teachers forecast as excess for the category or subcategory in clause 5-3.12. However, if the school administration deems that a teacher is needed to meet the requirements specified in clauses 5-21.05 and 5-21.06 for a given position, the teacher shall not be declared excess.

5-3.14

If, following the application of the preceding clause, a staffing need exists in one of the categories or subcategories of teachers in one or more schools, the board or school administration, as the case may be, shall attempt to fill such a need before June 1 in accordance with the provisions of article 5-21.00.

5-3.15

The board shall draw up a list by category or, where applicable, subcategory of teachers who remain excess following the application of clause 5-3.14.

The board shall displace the teachers identified in clause 5-3.11 by the excess teachers referred to in the preceding paragraph in the same category or subcategory but who were not identified in clause 5-3.11.

However, the board shall displace a teacher only if it deems that the excess teacher meets the requirements stipulated under clauses 5-21.05 and 5-21.06 for the position to be filled by the other teacher for the following school year.

5-3.16

The board shall draw up a list for all categories and subcategories of teachers identified in clause 5-3.11 and of the regular nontenured teachers who have not been declared excess or who have not been displaced by excess teachers under clause 5-3.15.

The board shall displace the teachers identified in the preceding paragraph by the excess teachers who were not identified in clause 5-3.11 and who remain excess following the application of clause 5-3.15.

However, the board shall displace a teacher only if it deems that the excess teacher meets the requirements stipulated under clauses 5-21.05 and 5-21.06 for the position to be filled by the other teacher for the following school year.

5-3.17

The excess teacher who displaced another teacher shall be subject to a transfer to the school foreseen for the latter for the following school year.

5-3.18

The board must, before June 1, notify the teacher referred to in clause 5-3.17 of the name of the school to which he or she is transferred for the following school year.

5-3.19

The excess teachers who were not identified in clause 5-3.11 and who did not displace a teacher according to clauses 5-3.15 and 5-3.16 shall be assigned to regular substitution for the following school year in accordance with article 5-21.00.

The other excess teachers as well as the teachers displaced under clauses 5-3.15 and 5-3.16 (who are presumed to be excess teachers) shall then be subject to the application of clause 5-3.21.

5-3.20

a) Notwithstanding the provisions of clauses 5-3.15 and 5-3.16, no teacher shall be obliged to displace another teacher in a school situated more than 50 kilometres[1] from the school where he or she is teaching at the time of the displacement and which is also more than 50 kilometres from his or her domicile at the time of the displacement.

b) However, the principle established in the preceding subclause a) does not apply in the case of the closing of the school of the teacher who is displacing, if there is no other school within the said 50-kilometre radiuses.

c) The teacher who displaces another teacher under clause 5-3.15 or 5-3.16 shall be reimbursed for the moving expenses prescribed in Appendix III, under the conditions prescribed therein, if such a displacement necessitates the teacher's moving.

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[1] Wherever the distance of 50 kilometres is mentioned in this article, it shall be calculated by the most direct public route usually used.

d) For the purposes of this clause, "school" designates the building where the teacher provides the major portion of his or her teaching.

Section C Placement on availability and nonreengagement

5-3.21

The board shall proceed, as the case may be, with the nonreengagement because of a surplus of regular teachers referred to in the second paragraph of clause 5-3.19 who have not acquired their tenure or with their placement on availability, if they have acquired tenure.

5-3.22

Moreover, the board shall proceed with the nonreengagement because of surplus of every regular teacher who has not acquired tenure and who is not considered excess as a result of the application of Section B of this article if a teacher on availability at the board or, if he or she is referred by the Bureau, at another school board, can fill the position foreseen for the said nontenured teacher for the following school year, thus ending his or her placement on availability. However, such a movement shall occur only if the board deems that the teacher meets the requirements prescribed in clauses 5-21.05 and 5-21.06 for the position to be filled for the following school year.

5-3.23

The board must, on or before June 1 of the current school year, notify in writing, by registered mail, certified mail or otherwise, the teacher who is subject to a placement on availability or, as the case may be, nonreengagement because of surplus of personnel for the following school year.

The placement on availability or the nonreengagement referred to in clauses 5-3.21 and 5-3.22 shall take effect on the following July 1.

Section D Rights, obligations and salary of the teacher on availability

5-3.24

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

a) The 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 subclause a), the teacher on availability shall receive the following salary:

   i) 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;

ii) 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 or more on availability.

c) The percentage of salary may be higher than the percentages mentioned in subclause a) or b) if the services of a teacher on availability are used, on an annual basis, to a greater extent than those percentages in relation to 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.

d) For the first 50 workdays of the school year, the teacher on availability shall be required to be present on a full-time basis. As of the 51st workday of the school year, the teacher on availability shall be required to be present at the times indicated by the board.

The board and the union may agree to modify or replace this subclause.

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

f) Except for leaves without salary, the period of time on availability shall count as a period of service for the purposes of the three pension plans (the Civil Service Superannuation Plan (CSSP), the Government and Public Employees Retirement Plan (RREGOP) and the Teachers Pension Plan (TPP)) currently in force.

g) While the teacher is on availability, he or she shall accumulate experience as any other regular teacher, even though he or she is not receiving 100% of his or her salary.

h) As long as the teacher on availability has not been relocated to another school board or to another educational institution in the education sector, has not been recalled by his or her board or has not lost his or her rights and benefits under this article, he or she shall remain on availability and shall be assigned duties compatible with his or her qualifications and experience, regardless of the teacher's general duties prescribed in article 8-2.00. The teacher may be assigned to the adult education or vocational training sector, even in the evening. With the teacher's consent, he or she may be assigned to a place of work outside the jurisdiction of the board.

i) The teacher on availability is entitled to all the benefits of the agreement that are not inconsistent with this article.

j) Except in the case prescribed in clause 5-4.02, the fact that a teacher on availability replaces an absent teacher or fills a position that would otherwise be assigned to a part-time teacher, replacement 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.

k) A teacher on availability must take the retraining courses required by the board to meet its needs.

5-3.25

Every teacher on availability in a board who is offered employment by another school board or educational institution in the education sector, which he or she is not obliged to accept under the other provisions of this article, may accept it in writing within seven days of receiving the written offer of employment.

5-3.26

Every teacher on availability not relocated under clause 5-3.25 who, as of his or her placement on availability, is offered employment by another school board or educational institution in the education sector in a school[1] located within 50 kilometres from the school where he or she was teaching at the time of the notice of his or her placement on availability or within 50 kilometres from his or her domicile at the time of the notice of his or her placement on availability must accept it within seven days of receiving such a written offer of employment; for any written offer of employment made in the month of July, the 7-day time limit shall begin as of August 1. However, the teacher concerned shall, in accordance with clause 5-3.36, retain for the first year of his or her placement on availability the right of recall to his or her original board until September 1 of the same school year.

The obligation to accept the engagement as stipulated in the preceding paragraph also applies to a position in the adult education or vocational training sector.

Refusal or failure to accept the engagement offered within the time allotted shall, for all legal purposes, entail the resignation of the teacher on availability and shall cause him or her to lose all the rights and benefits accorded to him or her by this agreement, including his or her tenure, as of the expiry of the said time limit and shall automatically entail the removal of the teacher's name from the lists of the Bureau.

5-3.27

Any tenured regular teacher may substitute himself or herself for a teacher on availability provided that the board accept such a substitution. The teacher who has thus substituted himself or herself is deemed to have 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.

5-3.28

Every teacher on availability must, upon request, provide any information relevant to his or her employment security not found in his or her file, including contact information where he or she can be reached quickly.

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[1] For the purposes of this clause, "school" refers to the building where the teacher provides the major portion of his or her teaching.

5-3.29

The teacher on availability must, under clause 5-3.26, or may, under clause 5-3.25, report for an interview with another school board or educational institution in the education sector when either of the latter so requests, it being specified that such an obligation does not apply during the month of July. The teacher on availability is then entitled to be reimbursed for his or her travel and accommodation expenses, where applicable, according to the policy in effect at his or her board. In this case, the board shall allow the teacher to be absent without loss of salary, supplements or premiums for regional disparities applicable to him or her.

5-3.30

At the time of engagement by another school board, the tenure, the years of experience and the seniority that the teacher on availability had when he or she left his or her board shall be recognized as shall be his or her bank of nonredeemable sick-leave days.

5-3.31

The teacher on availability engaged by another school board may be entitled to the moving expenses prescribed in Appendix III under the conditions provided therein if, according to this same appendix, his or her engagement necessitates his or her moving.

Furthermore, in the case where, according to this same appendix, the engagement of a teacher on availability by another school board necessitates his or her moving and the move must be made between September 1 and June 30, the board that engages him or her shall grant the teacher on availability:

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

5-3.32

Subject to the right of recall prescribed in clause 5-3.26, a teacher on availability who is engaged by another school board or educational institution in the education sector shall resign from the board where he or she is on availability.

5-3.33

Every teacher on availability who is not relocated under clause 5-3.25 or who is not offered employment under clause 5-3.26 may resign without penalty from his or her board.

5-3.34

The fact that a teacher on availability does not comply with an obligation imposed under this article shall, for all legal purposes, entail a resignation as well as the cancellation of all the rights that this agreement could grant him or her, including tenure.

Section E Rights and obligations of teachers nonreengaged because of surplus

5-3.35

This clause applies to regular teachers who are nonreengaged because of surplus only:

a) The name of every teacher nonreengaged because of surplus shall be entered on the list of candidates of the Bureau and shall so remain as long as the teacher is not engaged by another school board or another educational institution in the education sector for a period not exceeding three years.

   The name of every teacher nonreengaged because of surplus shall also be entered on the appropriate priority of employment or recall list.

b) A teacher nonreengaged because of surplus who is offered employment in another school board or another educational institution in the education sector must accept it in writing within seven days of receiving the offer. Refusal or failure to accept the position thus offered in the time allotted shall automatically entail the cancellation of all rights that this agreement could grant him or her, except the right of recall provided for in subclause h) of this clause. However, a teacher shall not be required to accept the position so offered in a locality where he or she has already informed the Bureau in writing that he or she would not accept employment.

c) A teacher nonreengaged because of surplus must, upon request, provide any information relevant to his or her security of employment not found in his or her file.

d) A teacher nonreengaged because of surplus must report for an interview with another school board or another educational institution in the education sector when either of the latter so requests. In this case, the teacher nonreengaged because of surplus is entitled to be reimbursed by his or her original board for his or her travel and accommodation expenses, where applicable, according to the rates in effect at that board. In this case and, where applicable, the board shall allow the teacher to be absent without loss of salary.

   Moreover, the teacher nonreengaged because of surplus shall not be required to report for an interview in another school board or another educational institution in the education sector situated in a locality where he or she has already informed the Bureau in writing that he or she would not accept employment.

e) The seniority of a teacher nonreengaged because of surplus who is engaged by another school board shall be recognized in accordance with clause 5-2.07.

f) A teacher nonreengaged because of surplus who is engaged by another school board is entitled to the benefits of clause 5-3.31, if they are applicable to him or her.

g) A teacher nonreengaged because of surplus shall lose the right of recall to his or her board and his or her name shall be removed from the list of the Bureau when he or she is engaged by another school board or another educational institution in the education sector.

h) Every teacher nonreengaged because of surplus and unemployed shall have, in accordance with clause 5-3.36, the right of recall to the board that nonreengaged him or her until October 15 following his or her nonreengagement because of surplus. Should the teacher be recalled by his or her board to a full-time teaching position within that period, he or she must accept it in writing within seven days of receiving the notice of recall.

i) The fact that a teacher nonreengaged because of surplus does not comply with an obligation imposed under this clause shall automatically entail the cancellation of all the rights that this agreement could grant him or her, including the removal of his or her name from the list of the Bureau.

Section F Obligations of the board

5-3.36

The board shall fill a regular teaching position in the following order:

a) It shall assign an excess teacher who has been assigned to regular substitution under the first paragraph of clause 5-3.19. In this case, clause 5-21.08 applies by making the necessary changes.

b) It shall recall a teacher it placed on availability and who is not relocated according to the provisions of clauses 5-3.25 and 5-3.26. In this case, the mobility rules prescribed in clause 5-3.26 apply. Failing that, it shall recall a teacher relocated under clause 5-3.26 who has a recall right; such a recall, where applicable, is equivalent to a contract renewal.

c) Proceeding through the Bureau, it shall engage a teacher on availability from another English- or French-language school board who is obliged to accept the position, taking into account the provisions relating to mandatory mobility (50 km) and who is referred to it by the Bureau, unless the board can justify its refusal to the Bureau and such a refusal is accepted by the Bureau.

d) It may assign a person already in its employ provided that the person has completed two complete years of continuous service with the board on a full-time basis since the board engaged him or her.

e) Proceeding through the Bureau, it shall engage a teacher on availability from another English- or French-language school board who is not obliged to accept the position, taking into account the provisions relating to mandatory mobility (50 km) or it shall engage a tenured teacher from another English- or French-language school board referred to it by the Bureau, provided that this allows the recall or relocation of a teacher on availability, unless the board can justify its refusal to the Bureau and such a refusal is accepted by the Bureau.

f) Without proceeding through the Bureau, it may engage a tenured teacher who is not on availability from another school board or another educational institution in the education sector, provided that the engagement allows the recall or relocation of a teacher on availability.

g) Proceeding through the Bureau, it shall engage another person on availability from another school board or another educational institution in the education sector who is referred to it by the Bureau, unless the board can justify its refusal to the Bureau and such a refusal is accepted by the Bureau.

h) It shall recall a teacher it did not reengage because of surplus and unemployed according to clause 5-3.35 and who is still entitled to it; such a recall, where applicable, is equivalent to a contract renewal.

i) The board shall engage, according to seniority, a teacher registered in the subcategory or, failing that, in the category referred to on the priority of employment list prescribed in Section B of article 5-1.00 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 set under the following subclause j).

The board shall not consider a teacher referred to in the preceding paragraph who notified the board prior to June 1 of a given school year that he or she would not be available to hold such a position during the following school year.

The board and the union may modify or replace this subclause.

j) For the purposes of applying the preceding subclause i), the board that intends to fill a position may, after consulting the union, set requirements, in addition to those prescribed in article 5-21.00, that are pertinent to the position to be filled.

Where the union contests, by means of a grievance, the decision of the board to not grant a position to a teacher registered on the priority of employment list prescribed in Section B of article 5-1.00, the board must prove that its decision is well-founded.

The board and the union may modify or replace this subclause.

5-3.37

a) In all cases prescribed in clause 5-3.36, the board must decide whether the candidate meets the requirements stipulated in clauses 5-21.05 and 5-21.06 for the position to be filled; moreover, subclauses a), b) and h) of clause 5-3.36 apply based on seniority.

b) Teachers who return to the board from a leave with or without salary or from a disability leave shall be reinstated in their duties in accordance with this agreement, without taking into account the provisions of clause 5-3.36.

c) The board shall pay the moving costs prescribed in Appendix III to the teacher who fills the position in accordance with the provisions of clause 5-3.36, provided he or she is entitled to them.

5-3.38

The board that engages a teacher from another school board who is on availability according to his or her collective agreement shall recognize for that teacher: the seniority already recognized, the nonredeemable days accumulated in his or her bank of sick-leave days, tenure and years of experience. Moreover, the board shall recognize for the tenured teacher who leaves his or her board and whom it engages the rights prescribed in clause 5-4.01 if this has the effect of actually reducing the number of teachers on availability in the teacher's board or in another school board.

Section G Final and transitional provisions

5-3.39

During the school year preceding an amalgamation, annexation or restructuring, the board may not invoke "surplus of personnel" to place regular teachers on availability or nonreengage them because of surplus if the cause of the surplus of personnel results from such amalgamation, annexation or restructuring.

Consequently, during the school year preceding the amalgamation, annexation or restructuring, the board may invoke "surplus of personnel" to place regular teachers on availability or nonreengage them because of surplus only if the application of the employment security system for the following September 30 so permits, taking into account the board's territory during the school year preceding the amalgamation, annexation or restructuring.

However, as of July 2 following the date of the amalgamation, annexation or restructuring, the new board or the restructured board may invoke "surplus of personnel" to place regular teachers on availability or to nonreengage them because of surplus.

5-3.40

No board may invoke the "absence of legal qualifications" with regard to a teacher on availability if the only reason for the lack of legal qualifications results from the application of Section D of this article.

5-3.41

The teacher who was placed on availability under the former agreement and who remains on availability on the date of the coming into force of this entente as well as the teacher nonreengaged because of surplus under the former agreement whose name remains on the list of candidates of the Bureau on the date of the coming into force of this entente shall be governed by this article as of the date of the coming into force of this entente.

5-3.42 (Protocol)

The board shall notify the Bureau before June 1 of the names of the teachers it is placing on availability and of those it is nonreengaging because of surplus and the board shall send the Bureau an information file concerning the teachers.

The board shall inform the Bureau of the name of every teacher on availability or nonreengaged because of surplus it engages or recalls in accordance with clause 5-3.36.

The Bureau shall forward to QPAT the list of teaching positions to be filled as compiled by the Bureau, the list of teachers on availability as well as the list of teachers nonreengaged because of surplus.

5-3.43 Transfer of students

If a board no longer provides instruction to certain students because another school board assumes responsibility for the instruction, the regular teacher who provided the major portion of his or her teaching time to those students shall obligatorily follow his or her students to the board that assumes responsibility for the instruction if the school where such instruction is provided is situated 50 kilometres or less from the domicile or place of work of the teacher concerned.

The number of transferred teachers shall be determined in proportion to the number of transferred students in relation to the total number of students concerned.

In the case where more than one board receives the students, the teachers thus transferred shall be distributed among the boards concerned in the same proportion as the students.

Teachers are entitled, where applicable, to the application of the provisions of clause 5-4.01.

However, with the consent of the board that no longer provides the instruction, the teachers described in this clause may remain in the employ of that board provided that no teacher is nonreengaged or placed on availability because of surplus of personnel as a result of such consent.

However, as of April 1 that follows the beginning of the school year during which the students referred to in this clause began their studies at the board which assumes responsibility for the instruction, the board may, in conformity with this article, invoke "staff excess" to nonreengage or place on availability, as the case may be, the teachers described in this clause, in accordance with this article.

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

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

5-4.01 Transfer of rights

If a tenured teacher leaves his or her board to be engaged by another school board and this has the effect of actually reducing the number of teachers on availability in his or her board or in another school board, he or she shall transfer to the board his or her tenure, years of experience, seniority, bank of nonredeemable sick-leave days and shall be entitled to the transportation costs of furniture and personal belongings prescribed in Appendix III (clauses 3 and 4) under the conditions described therein.

5-4.02 Replacement of full-time teachers

In order to replace a full-time teacher on a full-time leave either for the entire school year or to complete the school year, provided that the leave began on or before 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 subclause a) of clause 5-3.36; failing that, it shall recall, for that purpose, one of its teachers on availability.

In these cases, the provisions of subclause a) of clause 5-3.37 apply with any necessary modifications.

5-4.03 Loan of service to a community organization

a) In a board where there is surplus, this measure allows a tenured teacher to avail himself or herself of a loan of service to a community organization.

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

c) When a teacher avails himself or herself of a loan of service to a community organization in accordance with this clause, the provisions of article 5-19.00 apply.

d) The teacher or the board may terminate the loan of service to a community organization by means of a 10-day written notice to the other party; in this case, the teacher shall return to the board.

5-4.04 Employment premium

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

b) When there is no teacher on availability at the board or no teacher on availability at the board meets the requirements prescribed in clauses 5-21.05 and 5-21.06 to fill a full-time teaching position, the board may grant an employment premium to a teacher, provided that the premium allocated allows a tenured teacher on availability to be relocated to the board from another school board.

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

d) The premium is subject to the following conditions:

i) The board may decide to reimburse moving expenses; if the board decides to do so, the teacher is entitled to the provisions of articles 3 to 14 of Appendix III, it being specified that the board referred to in article 14 is the board that the teacher is leaving.

ii) The board shall pay the employer that engages the teacher an employment premium equal to the annual salary applicable to the teacher at the time of his or her resignation.

The premium shall be payable in 12 equal and consecutive monthly installments as of the date on which the teacher is engaged by the employer.

iii) The teacher who leaves his or her new position or the teacher whose employment in the new position is cancelled before the employment premium prescribed in subparagraph ii) is paid in full must notify the board by registered mail within 10 days of the date on which his or her employment ties were severed; the teacher is then entitled to receive the balance of the 12 installments prescribed in subparagraph ii) that the board did not pay the employer at the time when the board received the notice.

5-4.05 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 actually reduces the number of teachers on availability at the board. However, no later than August 15, the 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 actually reducing the number of teachers on availability at the board.

a) The preretirement leave shall be for a complete year; it may be for less than one full year if it comes into effect 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.

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

c) The preretirement leave shall take place in the year preceding the year during which the teacher is entitled for the first time to a pension without actuarial reduction under the pension plan applicable to him or her. In the case where a teacher is eligible for a pension with actuarial reduction, the granting of the leave shall be the exclusive responsibility of the board.

d) At the end of the preretirement leave, the teacher concerned shall automatically resign and shall be considered as having retired.

e) During the preretirement leave, the teacher is entitled to the benefits prescribed in the agreement, provided they are compatible with the nature of the leave.

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

When there is no teacher on availability at the board or no teacher on availability at the board meets the requirements prescribed in clauses 5-21.05 and 5-21.06 to fill a full-time teaching position, the board may grant a preretirement leave to a teacher, provided that the leave granted allows a teacher on availability to be relocated to the board from another school board.

5-4.06

For the purposes of applying this article, "teacher on availability" also includes the teacher referred to in subclause a) of clause 5-3.36.

5-5.00 PROMOTION

5-5.01

Promotion shall be the responsibility of the board.

5-5.02

When a teacher is appointed to temporarily occupy a position other than that of teacher, he or she shall receive the remuneration prescribed for the position for the time during which he or she occupies it but shall remain covered by the teachers' insurance plan.

5-5.03

When a teacher no longer holds a position referred to in clause 5-5.02, he or she shall return to teaching duties under the conditions and with the rights that he or she had before temporarily occupying that position.

5-5.04

Unless there is an agreement to the contrary between the board and the union, a teacher's temporary promotion to a professional, senior staff, principal or vice-principal position may not exceed:

- June 30 of a school year, if the temporary promotion begins before the preceding December 31;

  or

- a 12-month period, if the temporary promotion begins after December 31 of a school year.

Notwithstanding the provisions of the preceding paragraph, a temporary promotion shall not be of a limited duration when a teacher replaces a professional, a senior staff member, a principal or a vice-principal who is temporarily absent from his or her position for one of the following reasons:

a) an absence related to a parental leave (maternity leave, special leaves related to pregnancy or breastfeeding, paternity leave, adoption leave, extended maternity, paternity or adoption leave);

b) a disability leave;

c) a loan of service to the Ministère, the QESBA or the CPNCA.

5-5.05

The board and the union may modify or replace any provision of this article, except for clauses 5-5.02 and 5-5.03.

5-6.00 PERSONAL FILE AND ISSUES PERTAINING TO DISCIPLINARY MEASURES AND SANCTIONS EXCLUDING DISMISSAL AND 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).

5-7.00 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 A General provisions

5-10.01

a) Full-time, part-time or replacement teachers are eligible for benefits under the health insurance plan or long-term disability insurance plan as well as the complementary plans as of the date specified and until the effective date of retirement.

b) Teachers-by-the-lesson are eligible for the sick-leave days plan only.

c) Subject to clause 5-10.10, an eligible teacher shall begin to participate in the plan on the date on which the plan comes into force, if he or she is in the employ of 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 takes effect between the first and the last working day of the work year;

   or

   ii) as of the first working day of the work year, if his or her contract takes effect before or on the first working day of the work year.

5-10.02

For the purposes of this article, the term "dependent" means:

- spouse; or

- dependent child as defined hereinafter: the child of the teacher, of a teacher's spouse or of both, or a child living with the teacher for whom adoption procedures have been undertaken, who is unmarried or not joined in civil union and living or domiciled in Canada, who depends on the teacher for support and who is under 18 years of age; also any child who is under 25 years of age, who is a duly registered full-time student attending a recognized educational institution or a child of any age who became totally disabled prior to his or her 18th birthday or 25th birthday if he or she was a full-time student attending a recognized educational institution and has remained continuously disabled since that time.

5-10.03

The term "disability" means any incapacity resulting either from an illness, including a surgical procedure directly related to family planning, an absence due to an organ or bone marrow donation, an accident prescribed in Section D of this article or an absence prescribed in clause 5-13.26, which requires medical care and which renders the teacher totally incapable of performing his or her usual duties or the duties associated with any other similar position with comparable remuneration offered to 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 less than 35[1] days of actual full-time work or of availability for full-time work, unless the teacher proves, in a satisfactory manner, that a subsequent period of disability is due to an illness or accident in no way related to the cause of the previous disability.

5-10.05

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

Notwithstanding the foregoing, in the case of alcoholism or drug addiction, the period during which a 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 former agreement as well as the provisions concerning work accidents in article 5-10.00 of the former agreement shall remain in force, under the conditions stipulated therein, until the date of the coming into force of this entente.

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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 of teachers in the adult education and vocational training sectors, where applicable.

5-10.07

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

Section B Basic health insurance plan and complementary insurance plans

5-10.08

QPAT, 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 insurer shall carry out the record keeping, billing, analysis and processing of claims.

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

The board agrees to provide each eligible teacher with the application form for participation and a summary of the 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 filled out and signed by a participant. The board agrees to provide the insurer with a 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 proves 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 Teachers Pension Plan (TPP);
- the teacher who participates in the Government and Public Employees Retirement Plan (RREGOP) and is at least 53 years of age or has 33 years of service;

- the teacher who has a part-time or replacement teacher contract of engagement in the youth, adult education or vocational training sector.

The teacher who is exempt must give written notice to the board of his or her intention to not participate in the long-term disability plan.

The teacher who is 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 based on 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 the month on the first day of which the teacher is not an employee under subclause a) of clause 5-10.01 or does not participate in the plan; the full contribution shall be payable for a 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 on the basis of which the premiums are calculated 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 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. The dividends or rebates must be paid directly by the insurer into a trust fund established by QPAT. 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.

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

5-10.14

The insurance contract shall be issued to QPAT which must provide a certified true copy to the Ministère and the QESBA. QPAT must inform QESBA of the administrative changes and agree with the latter on those 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 C Salary insurance plan at the board

5-10.15

Subject to the provisions herein and to Section D of this article, a teacher is entitled for every period of disability during which he or she is absent from work to:

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

b) upon termination of the payment of the benefit prescribed in the preceding subclause a), where applicable, but in no event before the expiry of a waiting period of five working days 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: payment of a benefit equal to 75% of his or her salary;

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

For purposes of computing benefits, the teacher's salary is the salary he or she would receive if he or she were at work in accordance with the provisions of Chapter 6-0.00, including, where applicable, premiums for regional disparities. 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. 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) or the Teachers Pension Plan (TPP) and to be covered by the insurance plans. However, the teacher must pay the required contributions, except that, upon termination of the payment of the benefit prescribed in subclause 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 or TPP) without losing his or her rights. The 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 as a result of the application of clause 5-10.15 or the clauses prescribed in Section D of this article and, subsequently, of clause 5-10.31. However, the fact that a teacher does not avail himself or herself of clause 5-10.31 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 weeks[1] 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:

   i) 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;

   ii) 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 weeks[2] and shall determine the proportion of time worked;

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

b) 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 in the employ of the board and, on the other hand, to the benefit applicable to him or her for the proportion of workload not assumed.

c) 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 under this clause.

d) 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 in accordance with the provisions of Chapter 6-0.00, including, where applicable, premiums for regional disparities. 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.

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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] 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

Temporary assignment

In order to facilitate the teacher's return to work and upon the attending physician's written recommendation, the teacher may agree with the board to be assigned 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 to the teacher under the preceding paragraph are those prescribed in article 8-2.00.

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

The maximum duration of the temporary assignment is 12 weeks. The disability period already begun shall continue during the period of temporary assignment without extending the maximum period of 104 weeks.

The 12 weeks cannot fall after the 80th week of disability.

5-10.19

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 gross taxable income 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 gross taxable income 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 subclause 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 such 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 undertake to reimburse the board, where applicable, for the portion of the benefit prescribed in clause 5-10.15 as a result of the application of subclause 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.

5-10.20

Payment of benefits shall terminate at the latest with the payment foreseen for the last day preceding the effective date of a teacher's retirement.

5-10.21

To take into account the fact that the teacher receives his or her annual salary based on 200 workdays, the benefits payment shall be adjusted as follows:

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 6-7.01.

However, if the number of working days included in the period or periods of disability in a single school year for which subclause b) of clause 5-10.15 applies is equal to or less than 95 working days, the board must, no later than the last day of the work year, calculate for the teacher concerned an amount equal to 25% of 3/2 600 of the annual salary applicable under clause 5-10.15 per working day for which benefits resulting from the application of subclause b) of clause 5-10.15 are paid.

If the 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.

5-10.22

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.

5-10.23

Benefits payable as sick-leave days or under the salary insurance plan shall be made directly by the board, provided that the teacher submits the supporting documents prescribed in clause 5-10.24.

5-10.24

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 determine 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.

5-10.25

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

5-10.26

a) Where applicable, on the first day of the work year, the board shall credit every full-time teacher whom it employs covered by this article 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 subclause c) of clause 5-10.15 is 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 subclause b) of clause 5-10.15 on the first day of a work year is entitled, where applicable, to receive a credit for a fraction of six days of sick leave equal to the fraction of time he or she is in service for that work year insofar as 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) 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 the first paragraph of the following 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.

The value of the sick-leave days prescribed in the preceding paragraph as determined in the second paragraph of the following subclause g) shall be reimbursed when the teacher permanently leaves the board.

In the case of part-time teachers, replacement teachers or 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) at the end of their contract.

g) 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.

The value of those days is equal to 1/200 of the applicable salary per day upon the teacher's departure. The proportion of 1/200 of the salary applies for the fraction of day not used.

h) As of the 2016-2017 school year, subclauses f) and g) of this clause are replaced by the following:

i) The sick-leave days credited under subclause a), b) or c) are noncumulative, but redeemable on the last day of each work year, if unused during the year.

ii) The value of these days is equal to 1/200 of the salary applicable on that date for each day not used. The proportion of 1/200 of the salary applies to the fraction of day not used.

iii) Part-time teachers, replacement teachers and teachers-by-the-lesson shall be reimbursed for these days according to the same value as that determined in the preceding subparagraph at the end of their contract.

Notwithstanding the foregoing, the sick-leave days accrued in a bank to a full-time teacher's credit, prior to the 2016-2017 school year, shall be reimbursed upon the teacher's final departure from the board. In this case, the value of these days is equal to 1/200 of the salary applicable per day on the full-time teacher's departure. The proportion of 1/200 of the salary applies to the fraction of day not used.

5-10.27

In the case of a part-time or replacement teacher, the number of days credited shall be reduced proportionally to the workload he or she assumes in relation to the workload of the full-time teacher in the employ of 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 in relation to the workload of a full-time teacher in the employ of the board.

5-10.28

If a teacher becomes covered by this article during a school year or if he or she leaves his or her position 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 working days 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.

5-10.29

The teacher who, on the date of the coming into force of this entente, receives a benefit payable under subclause b) or c) of clause 5-10.15 of the former agreement shall continue to be governed by those provisions and by clause 5-10.20 of the former 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 subclause b) or c) of clause 5-10.15 of the former agreement.

Subject to the preceding paragraph, disabilities for which payment is being made on the date of the coming into force of this entente 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 of this entente.

5-10.30

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

5-10.31

a) The teacher who is 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 accrued 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 subparagraph 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 pension plan provisions (CSSP, TPP and RREGOP).

d) Notwithstanding clause 5-10.32, the redeemable sick-leave days credited to a teacher 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 credited to a teacher 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 subclause 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 subclause 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) Redeemable sick-leave days credited to the teacher on December 31, 1973 are deemed to be taken on that date when taken under this clause and other clauses of this article.

5-10.32

Pursuant to the application of clause 5-10.52 of the document annexed to Order-in-Council #3811-72, the teacher who chose not to use his or her redeemable sick-leave days is considered as retaining that choice. However, upon written notice to the board, the teacher may modify his or her choice.

5-10.33

Sick-leave days credited to a teacher on June 30, 2016 shall so remain and the days used shall be deducted from the total accrued. The sick-leave days shall be used in the following order:

a) the days credited under subclauses a), b) and c) of clause 5-10.26 of this entente;

b) the days added to a bank to the teacher's credit under the first paragraph of subclause f) of clause 5-10.26;

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

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

Section D Employment injuries

5-10.34

This section applies 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 5-10.41 to 5-10.46 of the 1983-1985 agreement; moreover, clauses 5-10.47 to 5-10.53 of this article apply to the teacher.

5-10.35

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 the provisions of the Act apply to the board.

5-10.36

For the purposes 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).

5-10.37

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.

5-10.38

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

5-10.39

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.

5-10.40

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, if possible, 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.

5-10.41

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 under clause 5-10.24.

5-10.42

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 B of this article.

The teacher is also entitled, without losing any rights, to a waiver of his or her contributions to his or her pension plan (TPP, RREGOP or CSSP). 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 no longer applies as of the consolidation of the employment injury or as of the teacher's temporary assignment as provided for in clause 5-10.48.

5-10.43

If the date of consolidation of the employment injury is prior to the 104th week following 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 purposes of applying the salary insurance plan, particularly clauses 5-10.15 and 5-10.31.

5-10.44

A 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 (CNESST) has paid an income replacement indemnity until the date of consolidation of the employment injury as well as for any absence prescribed in clause 5-10.54.

5-10.45

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 is 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 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 those purposes only, 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.

5-10.46

Subject to clause 5-10.45, the CNESST shall reimburse the board the amount corresponding to the income replacement indemnity it has set.

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.

5-10.47

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.

5-10.48

The board may, in accordance with the Act, 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.

5-10.49

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.

5-10.50

A teacher who 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 shall be entitled to hold, in accordance with clause 5-10.51, an available equivalent or suitable position that the board intends to fill, provided he or she is able to do so.

5-10.51

The exercise of the right mentioned in clause 5-10.50 shall be subject to the following terms and conditions:

a) If it involves a regular teaching position:

   subclause a) of clause 5-3.36 applies to this teacher, unless he or she is on availability. However, the board and the union may agree 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, whichever is later.

5-10.52

The teacher who obtains a position referred to in clause 5-10.50 is entitled to an adaptation period of 30 working days; at the end of that period, the teacher cannot keep the position if the board deems that he or she is unable to perform the duties adequately. In this case, he or she is considered as not having exercised the right prescribed in clause 5-10.50 and may again benefit from that clause.

5-10.53

The teacher who obtains a position referred to in clause 5-10.50 shall receive the salary associated with the new position, notwithstanding any provision to the contrary.

5-10.54

Where 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 this clause, the teacher's salary is the salary he or she 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 the head teacher and staff assistant as long as the board has not appointed a replacement to carry out the 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

General provisions

5-13.01

Unless specifically stated otherwise, this article shall not have the effect of granting a teacher a monetary or non-monetary benefit that the teacher would not have had had he or she remained at work.

5-13.02

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.

5-13.03

Maternity, paternity and adoption leave allowances shall be paid only as a supplement to parental insurance benefits 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) or the Employment Insurance Plan (EIP) provides no benefit.

However, maternity, paternity and adoption leave allowances shall be paid only during the weeks the teacher is receiving or would receive QPIP or EIP benefits after submitting an application for benefits.

In the case where the teacher shares the adoption or parental benefits prescribed by the QPIP or the EIP with his or her spouse, the allowance shall be paid only if the teacher actually receives benefits under either one of these plans during the maternity leave prescribed in clause 5-13.06, the paternity leave prescribed in clause 5-13.31 or the adoption leave prescribed in clause 5-13.46.

5-13.04

The board shall not reimburse a teacher for an amount that could be claimed from the teacher by the Minister of Employment and Social Solidarity under the Act respecting parental insurance (CQLR, chapter A-29.011).

Moreover, the board shall not reimburse a teacher for an amount that could be claimed from the teacher by ESDC 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 the EIP.

5-13.05

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.

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[1] In this article, unless the context indicates otherwise, "salary" means the teacher's regular salary including the supplements prescribed in article 6-5.00 without any additional remuneration even for the monetary compensations prescribed in Chapter 8-0.00.

Section A Maternity leave

Terms and conditions of maternity leave

5-13.06

The maternity leave of a pregnant teacher who is eligible for QPIP benefits is 21 weeks which, subject to clauses 5-13.13 and 5-13.14, must be taken consecutively.

The maternity leave of a pregnant teacher who is eligible for EIP benefits is 20 weeks which, subject to clauses 5-13.13 and 5-13.14, must be taken consecutively.

The maternity leave of a pregnant teacher who is not eligible for QPIP or EIP benefits is 20 weeks which, subject to clauses 5-13.13 and 5-13.14, must be taken consecutively.

Maternity leave may be for a shorter period than that prescribed in this clause. A teacher who returns to work within two weeks of the birth must, upon the board's request, submit a medical certificate attesting that she has sufficiently recovered to return to work.

5-13.07

A teacher who becomes pregnant while on leave without salary or part-time leave without salary prescribed in this article is also entitled to a maternity leave and to the allowances prescribed in clause 5-13.19, 5-13.20 or 5-13.21, as the case may be.

5-13.08

Where the teacher's spouse dies, the remainder of the maternity leave and the rights and benefits attached thereto shall be transferred to the teacher.

5-13.09

A teacher is entitled to the maternity leave prescribed in clause 5-13.06 in the case where there is a miscarriage after the beginning of the 20th week prior to the expected date of delivery.

5-13.10

The distribution of maternity leave before and after delivery shall be decided by the teacher and shall include the day of delivery. However, the leave of the teacher eligible for QPIP benefits shall be concurrent with the period during which benefits are paid under the Act respecting parental insurance (CQLR, chapter A-29.011) and must begin no later than the week following start of benefits payment under the QPIP.

5-13.11

Notwithstanding clause 6-7.04, the board shall deduct from the salary of the teacher who is not eligible for the maternity, paternity or adoption leave allowances prescribed in clauses 5-13.19, 5-13.20, 5-13.40 and 5-13.54, 1/260 of his or her annual salary for each working day during which he or she is absent from work due to maternity, paternity or adoption up to a maximum of 20 consecutive weeks for the maternity leave or five consecutive weeks for the paternity or adoption leave. A teacher is not entitled to carry forward the four weeks of vacation prescribed in clause 5-13.22.

5-13.12

In the cases provided for in clauses 5-13.19, 5-13.20 and 5-13.21, the following provisions apply:

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

b) In the case of a teacher eligible for QPIP benefits, the allowance owing shall be paid at 2-week intervals, the first payment being due only 15 days after the board obtains proof that she is receiving QPIP benefits. For the purposes of this subclause, a stub or statement of benefits and information provided by the Ministère du Travail, de l'Emploi et de la Solidarité sociale to the board in an official statement shall be considered proof.

   In the case of a teacher eligible for EIP benefits, the allowance owing for the first two weeks shall be paid by the board in the first two weeks of the leave. The allowance owing after that date shall be paid at 2-week intervals, the first payment being due, in the case of a teacher eligible for EIP benefits, only 15 days after the board obtains proof that she is receiving Employment Insurance benefits. For the purposes of this subclause, a stub or statement of benefits and information provided by ESDC to the board in an official statement shall be considered proof.

c) Service shall be calculated with all the employers in the public and parapublic sectors (education, public service, health and social services), all bodies for which, by law, the standards and salary scales are determined according to 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 listed 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).

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

   Moreover, the requirement of 20 weeks' service under clauses 5-13.19, 5-13.20 and 5-13.21 are deemed to have been met, where applicable, when the teacher has satisfied that requirement with any of the employers mentioned in this subclause.

d) Payment of a maternity leave allowance owing to a teacher nonreengaged because of surplus of personnel shall end on the date of the nonreengagement.

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

In this case, the weeks for which the teacher received a maternity leave allowance 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 5-13.19, 5-13.20 or 5-13.21, as the case may be, and the maternity leave allowance shall be reestablished for the number of weeks remaining under these clauses.

The teacher may not carry forward the four weeks' vacation prescribed in clause 5-13.22.

e) The salary of the part-time or replacement teacher shall be established under clause 6-6.01.

Suspension, division and extension of maternity leave

5-13.13

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

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

5-13.14

Upon the teacher's request, a maternity leave may be divided into weeks if her child is hospitalized or if the teacher must be absent from work because of illness unrelated to pregnancy 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 maternity leave may be suspended corresponds to the number of weeks during which the child is hospitalized. For any other possible divisions of the leave, the maximum number of weeks during which the leave is suspended is prescribed in the Act respecting labour standards (CQLR, chapter N-1.1) for such a situation.

During such a suspension, the teacher is considered to be on leave without salary and shall not receive any allowances or benefits from the board. The teacher shall receive the benefits prescribed in clause 5-13.69 during the suspension.

5-13.15

When the maternity leave suspended or divided under clauses 5-13.13 and 5-13.14 resumes, the board shall pay the teacher the allowance to which she would have been entitled had she not suspended or divided her maternity leave for the number of weeks remaining under clause 5-13.19, 5-13.20 or 5-13.21, as the case may be, subject to clause 5-13.03.

5-13.16

If the birth occurs after the due date, the teacher is entitled to extend the 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 maternity leave may also be extended if the state of health of the child or of the teacher requires it. The duration of extended maternity leave shall be specified in the medical certificate provided by the teacher.

During the extensions, the teacher is considered to be on leave without salary and shall not receive any allowances or benefits from the board. During those extensions, the teacher shall receive the benefits prescribed in clause 5-13.22 for the first six weeks and, subsequently, those prescribed in clause 5-13.69.

Advance notice and notice of maternity leave

5-13.17

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

Less than two weeks' advance notice may be given if a medical certificate attests that the teacher must stop working earlier than expected. In the case of unforeseen circumstances, the teacher shall not be required to give notice, provided she submit a medical certificate to the board attesting to the fact that she must stop working immediately.

5-13.18

The board must send the teacher, during the fourth week before the end of a maternity leave, a notice indicating the date of expiry of the leave.

The teacher to whom the board has sent such a notice must report for work on the date of expiry of the maternity leave, unless the leave is extended in the manner prescribed in clause 5-13.65 or 5-13.66.

A teacher who does not comply with the preceding paragraph is considered to be on leave of absence without salary for a period not exceeding four weeks. A teacher who does not report for work at the end of that period is considered to have resigned.

Benefits during maternity leave

5-13.19 Cases eligible for QPIP benefits[1]

a) A teacher who has accumulated 20 weeks of service and who is eligible for QPIP benefits is entitled to receive, for the 21 weeks of her maternity leave, an allowance equal to the salary prescribed for each period under clause 6-7.01 that the teacher would have received had she been at work, reduced by the maternity or parental benefit under the QPIP 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, defined under article 8-5.00, scheduled during those weeks.[2]

The allowance is based on the QPIP benefits a teacher is entitled to receive without taking into account the amounts subtracted from those benefits in reimbursement of benefits, interest, penalties and 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.

A teacher who works for more than one employer shall receive an allowance equal to the salary she 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, defined under article 8-5.00, scheduled during those weeks and also reduced by an amount equal to the percentage of QPIP benefits corresponding to the proportion of basic weekly salary the board pays in relation to the total basic weekly salaries paid by all 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 may not offset, in the allowance it pays to a teacher on maternity leave, the reduction in QPIP benefits attributable to the salary earned from another employer.

Notwithstanding the provisions of the preceding paragraph, the board shall pay the compensation if the teacher proves that the salary earned from another employer is usual salary by means of a letter to that effect from the employer paying it. If the teacher proves that only part of the salary is usual, compensation shall be limited to that part. The employer paying the usual salary must, at the teacher's request, produce such a letter.

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1 On the date on which the entente is signed, teachers already receiving the maternity leave allowance prescribed in clause 5-13.19 are governed by the rules of the 2010-2015 entente.

2 This calculation formula was determined to take into account the fact that a teacher on maternity leave is exempt from contributing to the pension plans, the QPIP and the EIP.

c) The total amount received by the teacher during her maternity leave in QPIP benefits, allowances and salary cannot 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 workday, defined under article 8-5.00, scheduled during those weeks. This amount must be applied to the sum of the basic weekly salaries received from her employer or, where applicable, her employers (including her board).

5-13.20 Cases ineligible for QPIP benefits but eligible for EIP benefits[1]

a) A teacher who has accumulated 20 weeks of service and who is eligible for EIP benefits, but is not eligible for QPIP benefits is entitled for 20 weeks of her maternity leave to receive:

i) for each week of the waiting period prescribed by the EIP, the board shall pay the teacher an allowance equal to the salary prescribed for each period under clause 6-7.01 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, defined under article 8-5.00, scheduled during those weeks;[2]

ii) for each week following the period prescribed in the preceding subparagraph i) up to the 20th week of maternity leave, the board shall pay the teacher an allowance equal to the salary prescribed for each period under clause 6-7.01 that the teacher would have received had she been at work, reduced by the amount of maternity or parental benefits 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, defined under article 8-5.00, scheduled during those weeks.[2]

The allowance is based on the Employment Insurance benefits a teacher is entitled to receive without taking into account the amounts subtracted from those benefits in reimbursement of benefits, interest, penalties and other amounts recoverable under the EIP.

However, if the benefit paid under the EIP 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 on which the entente is signed, teachers already receiving the maternity leave allowance prescribed in clause 5-13.20 are governed by the rules of the 2010-2015 entente.

2 This calculation formula was determined to take into account the fact that a teacher on maternity leave is exempt from contributing to the pension plans and the EIP.

A teacher who works for more than one employer shall receive an allowance equal to the salary she 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, defined under article 8-5.00, scheduled during those weeks and also reduced by an amount equal to the percentage of Employment Insurance benefits corresponding to the proportion of basic weekly salary the board pays in relation to the total basic weekly salaries paid by all employers. For that purpose, the teacher shall submit to each of her employers a statement of the weekly salary paid by each of them and the amount of benefits paid by ESDC.

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

b) Subclauses b) and c) of clause 5-13.19 apply with any necessary modifications.

5-13.21 Cases ineligible for QPIP and EIP benefits[1]

A teacher excluded from receiving benefits under the QPIP and the EIP shall also be excluded from receiving any allowance prescribed in clauses 5-13.19 and 5-13.20.

However, a full-time teacher who has accumulated 20 weeks of service is entitled to an allowance if she is not receiving benefits under a parental rights plan established by another Canadian province or territory. The allowance shall be paid for 12 weeks and shall be equal to the salary prescribed for each period under clause 6-7.01 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, defined under article 8-5.00, scheduled during those weeks.

Subclause c) of clause 5-13.19 applies with any necessary modifications.

5-13.22

During maternity leave and the extensions prescribed in clause 5-13.16, a teacher shall receive the following benefits, provided she is normally entitled to them:

- health insurance;
- accumulation of sick-leave days;
- accumulation of seniority;
- accumulation of experience;
- accumulation of continuous service for employment security purposes;

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[1] On the date on which the entente is signed, teachers already receiving the maternity leave allowance prescribed in clause 5-13.21 are governed by the rules of the 2010-2015 entente.

- accumulation of service for probation purposes;
- promotion.

A teacher may postpone up to four weeks' annual vacation if such vacation falls during her maternity leave and if she gives the board written notice not later than two weeks before the expiry of the leave, indicating the date on which the vacation is to be taken. Unless there is an agreement with the board to the contrary, the maximum period of four weeks shall immediately follow the maternity leave. The provisions of this clause apply during the four weeks of postponed vacation. If the Christmas holidays fall during this 4-week period, they shall not be counted in the 4-week period.

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

5-13.23

The teacher who is entitled to a premium for regional disparities shall receive the premium during her maternity leave.

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

Return from maternity leave

5-13.24

Upon return from her maternity leave, the teacher shall be reinstated in 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 B Special pregnancy and breastfeeding leaves

Terms and conditions of special pregnancy and breastfeeding leaves

5-13.25 Temporary assignment and special leave

A teacher may request a temporary assignment to another teaching position that is vacant or temporarily without an incumbent or, with the teacher's consent and subject to the provisions of the applicable collective agreements, to a position other than a teaching position, in the following cases:

a) she is pregnant and her working conditions involve risks of infectious disease or physical danger for her or her unborn child;

b) her working conditions involve risks for the child she is breastfeeding;

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

The teacher must submit a medical certificate to that effect as soon as possible.

The board, upon receiving a request for a preventive reassignment, shall inform the union immediately of the teacher's name and the reasons supporting the request for preventive reassignment.

A teacher assigned to another position shall retain the rights and benefits of her regular position.

A teacher who is not assigned immediately is entitled to special leave beginning immediately. Unless a temporary assignment occurs subsequently to put an end to the special leave, the special leave ends, for a teacher who is pregnant, on the date of delivery and, for a teacher who is breastfeeding, at the end of the period of breastfeeding. However, for teachers eligible for benefits payable under the Act respecting parental insurance (CQLR, chapter A-29.011), the special leave shall end the fourth week prior to the expected date of delivery.

During the special leave prescribed in this clause, compensation is governed by the provisions of the Act respecting occupational health and safety (CQLR, chapter S-2.1) concerning the preventive reassignment of a worker who is pregnant or who is breastfeeding.

However, upon a written request to that effect, the board shall pay the teacher an advance on the forthcoming allowance based on anticipated payments. If the CNESST pays the anticipated allowance, the reimbursement shall be made from that amount. If not, reimbursement shall be made at the rate of 30% of the salary payable per pay period until the debt is fully paid. However, if the teacher exercises the right to apply for a review of the CNESST decision or to contest the decision before the Tribunal administratif du travail, reimbursement shall be payable only once the CNESST's administrative review decision or that of the Tribunal administratif du travail, as the case may be, is rendered.

In addition to the preceding provisions, upon the teacher's request, the board must study the possibility of modifying, temporarily and without loss of any of the teacher's rights, the duties of the teacher working with 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 she is reasonably capable of performing for her remaining time at work.

5-13.26 Other special leaves

A teacher is also 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; the special leave may not extend beyond the beginning of the fourth week before the expected date of delivery;

b) upon presentation of a medical certificate prescribing the duration when a natural or induced miscarriage occurs before the beginning of the 20th week prior to the expected date of delivery;

c) for medical visits related to the pregnancy carried out by a health professional and attested to by a medical certificate or a written report signed by a midwife; as regards the 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.

Benefits during special pregnancy and breastfeeding leaves

5-13.27

During the special leaves granted under this section, the teacher shall receive the benefits prescribed in clause 5-13.22, provided she is normally entitled to them.

5-13.28

A teacher covered by subparagraph a), b) or c) of clause 5-13.26 may opt for the benefits under the sick-leave plan or the salary insurance plan. In the case of subparagraph c) of clause 5-13.26, the teacher must first have exhausted the four days prescribed.

Return from special pregnancy and breastfeeding leaves

5-13.29

Upon return from a special pregnancy or breastfeeding leave, the teacher shall be reinstated in 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 C Paternity-related leaves

Terms and conditions of paternity-related leaves

5-13.30 Leave related to the birth of a child

A teacher is entitled to a leave with salary for a maximum period of five working days for the birth of his child. The teacher is also entitled to a paternity leave in cases where there is a miscarriage after the beginning of the 20th week prior to the expected date of delivery. 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.

A female teacher whose spouse gives birth is also entitled to this leave if she is deemed to be one of the child’s mothers.

5-13.31 Paternity leave

A teacher is also entitled to a paternity leave for the birth of his child for no more than five weeks which, subject to clauses 5-13.34 and 5-13.35, must be taken consecutively. The leave must terminate no later than the end of the 52nd week following the week of the child's birth.

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

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

5-13.32

Clause 5-13.12 applies to the teacher who receives allowances under clauses 5-13.40 and 5-13.41, with any necessary modifications.

Suspension, division and extension of paternity-related leaves

5-13.33

Clauses 5-13.34 to 5-13.37 apply to a teacher on a paternity leave prescribed in clause 5-13.31.

5-13.34

If the child is hospitalized, the teacher may suspend the paternity leave, upon agreement with the board, and return to work for the period during which the child is hospitalized.

5-13.35

Upon the teacher's request, a paternity leave may be divided into weeks if the child is hospitalized or if the teacher must be absent because of 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 paternity leave may be suspended corresponds to the number of weeks during which the child is hospitalized. For any other possible divisions of the leave, the maximum number of weeks during which the paternity 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 to be on leave without salary and shall not receive any allowances or benefits from the board. The teacher shall receive the benefits prescribed in clause 5-13.69 during the suspension.

5-13.36

When the paternity leave suspended or divided under clause 5-13.34 or 5-13.35 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 clause 5-13.31, subject to clause 5-13.03.

5-13.37

A teacher who, before the expiry date of his paternity leave, sends his board a notice accompanied by a medical certificate attesting that the state of health of the child requires it, is entitled to extend his paternity leave for the duration indicated in the medical certificate.

During the extended leave, the teacher is considered to be on leave without salary and shall not receive any allowances or benefits from the board. The teacher shall receive the benefits prescribed in clause 5-13.69 during that period.

Advance notice and notice of paternity-related leaves

5-13.38

The teacher must give the board, as soon as possible, advance notice of the leave for the birth of his child prescribed in clause 5-13.30.

5-13.39

The paternity leave prescribed in clause 5-13.31 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 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 5-13.65 or 5-13.66.

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.

Benefits during paternity-related leaves[1]

5-13.40

During the paternity leave prescribed in clause 5-13.31, a teacher who has accumulated 20 weeks' service shall receive an allowance equal to the salary payable for each period prescribed in clause 6-7.01 that the teacher would have received had he been at work reduced by the amount of benefits that he is receiving or would receive under the QPIP or the EIP after submitting an application for benefits.

The second, third and fourth paragraphs of subclause a) of clause 5-13.19 or the second, third and fourth paragraphs of subparagraph ii) of subclause a) of clause 5-13.20, as the case may be, and subclauses b) and c) of clause 5-13.19 apply to this clause, with any necessary modifications.

5-13.41

A teacher who has accumulated 20 weeks' service and who is eligible neither for paternity benefits under the QPIP nor for parental benefits under the EIP shall receive during the paternity leave prescribed in clause 5-13.31 an allowance equal to his salary payable for each period prescribed in clause 6-7.01 that the teacher would have received had he been at work.

5-13.42

A teacher who takes a paternity-related leave prescribed in clauses 5-13.30 and 5-13.31 shall receive the benefits prescribed in clause 5-13.22, provided he is normally entitled to them.

5-13.43

A teacher who receives premiums for regional disparities shall receive the premium during the weeks when the board pays him an allowance for the paternity leave prescribed in clause 5-13.31.

Return from paternity-related leaves

5-13.44

Upon return from a paternity-related leave prescribed in clauses 5-13.30 and 5-13.31, the teacher shall be reinstated in his position. If the position has been abolished, the teacher shall be entitled to the benefits he would have received had he been at work at that time.

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[1] On the date on which the entente is signed, teachers already receiving the paternity leave allowance prescribed in clauses 5-13.40 and 5-13.41 are governed by the rules of the 2010-2015 entente.

Section D Adoption leave and leave without salary for adoption purposes

Terms and conditions of adoption leave and leave without salary for adoption purposes

5-13.45 Child other than spouse’s child

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.

5-13.46

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 clauses 5-13.34 and 5-13.35, must be taken consecutively. The leave must expire not later than the end of the 52nd week following the week when the child arrives at the family residence.

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

The leave of a teacher who is eligible neither for QPIP nor for EIP benefits must be taken after the placement order or its equivalent in the case of an international adoption in accordance with the adoption plan or at another time agreed with the board.

5-13.47

A teacher shall be granted a leave of absence without salary of not more than 10 weeks to adopt a child, other than the spouse's child, beginning on the date actual custody of the child is assumed.

The teacher who must travel outside of Québec in order to adopt a child, other than the spouse's child, shall be granted, for that purpose, a leave of absence without salary for the time necessary for such travel.

However, the leave ends no later than the week following start of benefits payment under the QPIP and the provisions of clause 5-13.46 apply.

5-13.48

Clause 5-13.12 applies to the teacher who receives the allowances prescribed in clauses 5-13.54 and 5-13.55, with any necessary modifications.

5-13.49 Spouse's child

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 the 15 days following filing of the adoption application.

Suspension, division and extension of adoption leave and leave without salary for adoption purposes

5-13.50

The teacher on an adoption leave prescribed in clause 5-13.46 is entitled to the provisions of clauses 5-13.34 to 5-13.37 with any necessary modifications.

Advance notice and notice of adoption leave and leave without salary for adoption purposes

5-13.51

The teacher must give the board, as soon as possible, advance notice of the maximum 5-day leave prescribed in clauses 5-13.45 and 5-13.49.

5-13.52

The maximum 5-week leave prescribed in clause 5-13.46 shall be granted following a written request submitted at least three weeks in advance. However, the time limit may be shorter if the birth occurs before the expected date of delivery. The request must specify the anticipated expiry date of the leave.

The teacher must report for work upon the expiry date of his or her adoption leave, unless it has been extended in the manner prescribed in clause 5-13.65 or 5-13.66.

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

5-13.53

The leave prescribed in the first paragraph of clause 5-13.47 shall be granted upon a written request submitted at least two weeks in advance.

The leave prescribed in the second paragraph of clause 5-13.47 shall be granted upon a written request submitted, whenever possible, at least two weeks in advance.

Benefits during adoption leave and leave without salary for adoption purposes[1]

5-13.54

During the adoption leave prescribed in clause 5-13.46, a teacher who has accumulated 20 weeks' service shall receive an allowance equal to the salary payable for each period prescribed in clause 6-7.01 that the teacher would have received had he or she been at work reduced by the amount of QPIP or EIP benefits that he or she is receiving or would receive after submitting an application for benefits.

The second, third and fourth paragraphs of subclause a) of clause 5-13.19 or the second, third and fourth paragraphs of subparagraph ii) of subclause a) of clause 5-13.20, as the case may be, and subclauses b) and c) of clause 5-13.19 apply to this clause, with any necessary modifications.

5-13.55

A teacher who has accumulated 20 weeks' service and who is eligible neither for adoption benefits under the QPIP nor 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 prescribed in clause 5-13.46 an allowance equal to his or her salary payable for each period prescribed in clause 6-7.01 that the teacher would have received had he or she been at work.

5-13.56

During the leave without salary prescribed in clause 5-13.47, the teacher shall receive the benefits prescribed in clause 5-13.69.

5-13.57

A teacher who takes an adoption leave prescribed in clause 5-13.45, 5-13.46 or 5-13.49 shall receive the benefits prescribed in clause 5-13.22, provided he or she is normally entitled to them.

5-13.58

A teacher who is entitled to a premium for regional disparities shall receive the premium during the weeks when the board pays him or her an allowance for the adoption leave prescribed in clause 5-13.46.

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[1] On the date on which the entente is signed, teachers already receiving the adoption leave allowance prescribed in clauses 5-13.54 and 5-13.55 are governed by the rules of the 2010-2015 entente.

Return from adoption leave and leave without salary for adoption purposes

5-13.59

Upon return from an adoption leave prescribed in clause 5-13.45, 5-13.46 or 5-13.49, the teacher shall be reinstated in his or her position. If the position has been abolished, the teacher shall be entitled to the benefits he or she would have received had he or she been at work at that time.

Section E Leave without salary and part-time leaves without salary

Terms and conditions of leave without salary and part-time leaves without salary

5-13.60

A teacher who wishes to extend the maternity leave, a teacher who wishes to extend the paternity leave prescribed in clause 5-13.31 or a teacher who wishes to extend the adoption leave prescribed in clause 5-13.46 may avail himself or herself of one of the five options listed hereinafter under the conditions stipulated therein:

a) a leave under clause 5-10.31;

or

b) a full-time leave without salary:

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

ii) for the following complete school year if the teacher took the leave prescribed in the preceding subparagraph i), if he or she so requests;

iii) for a second complete school year if the teacher took the leave prescribed in the preceding subparagraph ii), if he or she so requests;

or

c) a full-time leave of absence without salary up to a maximum of 52 continuous weeks, beginning on the date chosen by the teacher and ending not later than 70 weeks after the birth or, in the case of an adoption, 70 weeks after full legal responsibility is taken for the child;

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, the teacher shall, during this leave, have the choice of working or not:

i) 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;

ii) 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;

iii) 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 subparagraph i), ii) or iii) is considered a 2-year leave;

or

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

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

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

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

  1) 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;

  2) for the preschool teacher: mornings or afternoons;

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

- for a second complete work year, the teacher is entitled to a part-time leave without salary under the same conditions as for the first complete work year;

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

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

  1) 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;

  2) for the preschool teacher: mornings or afternoons;

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

- for a second complete work year, the teacher is entitled to a part-time leave without salary under the same conditions as for the first complete work year;

iii) 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 work on a full-time basis or take a full-time leave without salary;

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

  1) 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;

  2) for the preschool teacher: mornings or afternoons;

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

- for a second complete work year, the teacher is entitled to a full-time leave without salary;

5-13.61

The leaves prescribed in subclauses a), b), d) and e) of clause 5-13.60 must be taken immediately after the maternity leave, the paternity leave prescribed in clause 5-13.31 or the adoption leave prescribed in clause 5-13.46.

The paternity leave prescribed in clause 5-13.31 or the adoption leave prescribed in clause 5-13.46 may be extended under one of the options prescribed in subclause b), d) or e) of clause 5-13.60 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 clause 5-13.31 or the adoption leave prescribed in clause 5-13.46 immediately follows the leave related to the birth of a child prescribed in clause 5-13.30 or the adoption leave prescribed in clause 5-13.45, the 125-week limit prescribed in the preceding paragraph does not apply.

Notwithstanding the foregoing, the teacher who takes postponed annual vacation immediately after the maternity leave, the paternity leave prescribed in clause 5-13.31 or the adoption leave prescribed in clause 5-13.46, the leave without salary, the leave without salary for part of a year or the part-time leave without salary must be taken immediately after the postponed vacation period.

5-13.62

The leaves prescribed in subclause b), d) or e) of clause 5-13.60 may be changed for another one of these three options only once under the following conditions:

i) the change shall take effect as of the beginning of a school year and must be requested in writing before the preceding June 1;

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

5-13.63

A teacher who does not take a leave of absence without salary prescribed in subclause b), d) or e) of clause 5-13.60 may, for the portion of a leave not taken by his or her spouse, choose to take 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 in the public and parapublic sectors, the teacher may, under the conditions stipulated, take a leave without salary prescribed in subclause b), d) or e) of clause 5-13.60 within two years following a birth or adoption without, however, exceeding the 2-year limit from the date of birth or adoption.

Suspension and division of leave without salary and part-time leaves without salary

5-13.64

Upon the teacher's request, a full-time leave without salary may be divided into weeks if the child is hospitalized or if the teacher must be absent because of 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 only be divided before the end of the first 52 weeks of the leave without salary.

The maximum number of weeks during which the leave without salary may be suspended corresponds to the number of weeks during which the child is hospitalized. For any other possible divisions of the leave, the maximum number of weeks during which the leave 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 is considered to be on leave without salary and shall not receive any allowances or benefits from the board. The teacher shall be covered by clause 5-13.69 during the suspension.

Advance notice and notice of leave without salary and part-time leaves without salary

5-13.65

The leaves of absence prescribed in subclauses a), b), c), d) and in subparagraphs i) and iii) of subclause e) of clause 5-13.60 shall be granted upon written request submitted at least three weeks in advance.

The request must specify the date of return to work for the leaves of absence prescribed in subclauses a), c) and d) of clause 5-13.60.

The request for the leave of absence prescribed in subclause d) of clause 5-13.60 must specify the schedule of the leave for the first year. The schedule for the second year of the leave must be specified in writing at least three months before the beginning of the second year.

5-13.66

The part-time leave of absence without salary prescribed in subparagraph ii) of subclause e) of clause 5-13.60 shall be granted upon written request submitted before the preceding June 1.

5-13.67

A teacher to whom the board has sent a 4-week notice indicating the date of expiry of the leave of absence without salary must submit a notice of his or her return at least two weeks before the date of expiry of the said leave. If the teacher does not report for work on the scheduled return date, he or she is considered to have resigned.

The teacher who wishes to end a leave of absence granted under subclause a), b) or e) of clause 5-13.60 before its scheduled expiry 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 end a leave of absence granted under subclause c) of clause 5-13.60 before its scheduled expiry must submit a written notice of his or her intent to return to work at least 21 days in advance.

The teacher who wishes to end his or her leave of absence without salary for part of a year must submit a written notice of his or her intent to return to work before its scheduled expiry at least 30 days in advance.

Benefits during leave without salary and part-time leaves without salary

5-13.68

During one of the leaves prescribed in subclause b), c), d) or e) of clause 5-13.60, the teacher shall maintain his or her right to use the sick-leave days under clause 5-10.31. However, such use may not have the effect of extending the period foreseen for one of the leaves.

5-13.69

During a leave of absence without salary, the teacher shall accumulate seniority, shall retain experience and shall 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 part-time leave of absence without salary, the teacher shall accumulate seniority on the same basis as prior to taking the leave, shall accumulate experience as a part-time teacher and shall continue to participate in the applicable basic health insurance plan provided he or she pay all the premiums.

The teacher who takes a leave under one of the preceding paragraphs may continue to participate in the other applicable 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 part-time leave of absence without salary or a leave of absence without salary for part of a year.

Return from leave without salary and part-time leaves without salary

5-13.70

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

Section F Leave for parental responsibilities

Terms and conditions of leave for parental responsibilities

5-13.71

A leave without salary for part of a year up to a maximum of one year shall be granted to a teacher whose minor child experiences 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 subclause d) of clause 5-13.60.

A teacher who does not take this leave may take a leave without salary for a complete school year or a part-time leave without salary for a complete school year. The schedule of the part-time leave without salary shall be determined under subclause e) of clause 5-13.60.

Advance notice and notice of leave for parental responsibilities

5-13.72

The leave without salary for part of a year prescribed in the first paragraph of clause 5-13.71 shall be granted upon written request submitted at least two weeks in advance.

The leaves of absence for parental responsibilities prescribed in the second paragraph of clause 5-13.71 shall be granted upon written request submitted before the preceding June 1.

5-14.00 SPECIAL LEAVES AND LEAVES FOR FAMILY RESPONSIBILITIES

Section A Special leaves

5-14.01

For the events mentioned in clause 5-14.02, the board shall grant each full-time teacher a maximum of eight noncumulative nonredeemable working days each year without loss of salary, supplements or premiums for regional disparities.

5-14.02

a) In the event of the death of his or her spouse, child or spouse's child if the child is living under the same roof: a maximum of seven consecutive days, working days or not, commencing on the date of death[1]. The teacher may keep only one of these days for the funeral[2] or burial;

   in the event of the death of his or her spouse's minor child not living under the same roof: a maximum of three consecutive days, working days or not, commencing on the date of death[1]. The teacher may keep only one of these days for the funeral[2] or burial;

b) in the event of the death of the teacher's father, mother, brother or sister: a maximum of five consecutive days, working days or not, commencing on the date of death[1]. The teacher may keep only one of these days for the funeral[2] or burial;

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[1] The obligation to take the leave commencing on the date of death does not apply to the teacher who has ended his or her workday. In such a case, the leave commences on the day following the date of death.

[2] The term "funeral" includes any commemorative ceremony or ritual.

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 or granddaughter: three consecutive days, working days or not, commencing on the date of death[1]. The teacher may keep only one of these days for the funeral[2] 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 wedding or civil union of the teacher's father, mother, brother, sister, child or the spouse's child living under the same roof: the day of the wedding or civil union;

e) the taking of the habit, the ordination, the taking of perpetual vows by the teacher's child, brother, sister: the day of the event;

f) the baptism of the teacher's child: the day of the event;

g) the teacher’s wedding or civil union: a maximum of seven consecutive days, working days or not, including the day of the wedding or civil union. In this case, the absence must not immediately precede or prolong the Christmas, Easter or summer vacation periods;

h) an annual maximum of three working days to cover any other event considered as an act of God (disaster, fire, flood, etc.) which obliges a teacher to be absent from work.

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

5-14.03

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 obligation to take the leave commencing on the date of death does not apply to the teacher who has ended his or her workday. In such a case, the leave commences on the day following the date of death.

[2] The term "funeral" includes any commemorative ceremony or ritual.

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.

5-14.04

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 that it deems valid.

5-14.05

A teacher-by-the-lesson who taught during the school year preceding the current school year is 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 or spouse's child if the child is living under the same roof or is a minor: a maximum of three consecutive days, working days or not, commencing on the date of death[1]. The teacher may keep only one of these days for the funeral[2] or burial;

b) in the event of the death of his or her father, mother, brother or sister: a maximum of two consecutive days, working days or not, commencing on the date of death[1]. The teacher may keep only one of these days for the funeral[2] or burial.

Section B Leaves for family responsibilities

5-14.06

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.

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[1] The obligation to take the leave commencing on the date of death does not apply to the teacher who has ended his or her workday. In such a case, the leave commences on the day following the date of death.

[2] The term "funeral" includes any commemorative ceremony or ritual.

The days thus used for absences shall be deducted from a teacher's annual bank of sick-leave days prescribed in clause 5-10.26 up to a maximum of six days.

5-15.00 NATURE, DURATION, TERMS AND CONDITIONS OF LEAVES OF ABSENCE WITHOUT SALARY AS WELL AS INHERENT RIGHTS AND OBLIGATIONS EXCLUDING LEAVES PROVIDED FOR UNDER UNION PREROGATIVES, PARENTAL RIGHTS AND LEAVES FOR PUBLIC OFFICE

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

Under the deferred salary leave plan, the salary of a tenured teacher who is not on availability is spread for a fixed work period over a longer period, including the period of leave, to allow the teacher to take leave. The leave shall be subject to the provisions specified in Appendix VIII. The leave is not designed to grant a teacher benefits upon retirement or to defer the payment of 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

Notwithstanding the foregoing, a teacher who was granted a deferred salary leave under the terms of a former agreement shall continue to be governed by those terms.

5-18.00 TEACHERS' 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).

5-19.00 LOAN OF SERVICE LEAVE

5-19.01

A board may loan a teacher's services, with his or her consent, for the period and under the terms and conditions agreed to by the teacher, the board and the organization requiring the teacher's services.

5-19.02

The teacher is entitled, for the duration of a loan of service, to a leave without loss of salary, including premiums for regional disparities, if he or she continues to work in one of the sectors listed in Chapter 12-0.00 in accordance with the terms and conditions for the payment of salary prescribed in the agreement.

5-19.03

The provisions of Chapter 8-0.00 do not apply to the teacher for the duration of the loan of service. They shall be replaced by the provisions relating to the duties, responsibilities and workload prescribed by the organization for the group of employees to which he or she belongs. If the teacher is required to work overtime, the cost shall be borne by the organization.

5-19.04

With the exception of Chapter 8-0.00, the teacher is entitled, for the duration of the loan of service, to the benefits he or she would have under his or her collective agreement had he or she been in the service of the board.

5-19.05

On returning to the board, the teacher shall be reintegrated into his or her category or, where applicable, subcategory, subject to assignment and transfer and security of employment provisions.

5-20.00 LEAVES FOR PUBLIC OFFICE

5-20.01

A teacher who is running for public office (member of a legislature, mayor, municipal councillor or school commissioner) shall obtain, upon at least 15 days' written notice before his or her departure, a leave of absence without salary for the period of time required by his or her candidacy. The leave of absence without salary shall begin at the earliest on the date of the official declaration of candidacy and shall end no later than the eighth day after the election or at any other earlier date agreed to between the teacher and the board.

5-20.02

A teacher who is elected or appointed to fill a public office (minister, member of a legislature, mayor, municipal councillor or school commissioner) shall obtain, upon at least 15 days' written notice before his or her departure[1], a leave without salary to fill the public office.

The board may also grant a leave of absence without salary on a part-time or occasional basis to a teacher elected or appointed to fill a public office in order to carry out the responsibilities inherent to the public office. The board and the teacher concerned shall agree on the terms and conditions concerning the schedule of the part-time leave of absence without salary.

5-20.03

The teacher on a leave of absence without salary to fill a public office under clause 5-20.02 must give the board at least 30 days' written notice of his or her intention to return to work at the board.

5-20.04

On returning from a leave prescribed in clause 5-20.01 or 5-20.02, the teacher shall be reintegrated into his or her category or, where applicable, subcategory, subject to assignment and transfer and security of employment provisions.

5-20.05

The board may cancel the engagement of the teacher who uses the leave prescribed in clause 5-20.01 or 5-20.02 for purposes other than those for which he or she obtained it.

5-21.00 ASSIGNMENT AND TRANSFER

Section A Applicable principles

5-21.01

Assignment includes all the duties and responsibilities attributed to the teacher under the Education Act (CQLR, chapter I-13.3), the regulations of the Minister and the agreement.

A teacher may be assigned or transferred to one or more schools.

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[1] Read "seven days' notice before his or her departure" if, at the time of the request, the teacher is already on a leave of absence under clause 5-20.01.

5-21.02

A teacher who is assigned totally or partially to regular substitution may also be assigned to duties and responsibilities other than substitution in accordance with the other provisions of the agreement.

5-21.03

Subject to the provisions of the agreement, the board shall be responsible for assigning and transferring teachers to its schools. In assuming its responsibility, the board shall take into account the needs of the school system that it administers, the particular characteristics of its schools or classes and the qualifications, experience and preferences of the teachers in its employ.

5-21.04

For the purposes of this article:

a) discipline: means a branch of knowledge or instruction, such as French as a second language, chemistry, physical education;

b) subject: means part of a discipline within the guidelines of a program of studies taught at a given grade level, such as Secondary V functions, Secondary III English, language of instruction;

c) levels:

- preschool;
- elementary level;
- first cycle of secondary level;
- second cycle of secondary level;

d) qualifications: means all the training acquired by the teacher and certified by a diploma, degree, certificate or official attestation issued upon completion of courses or workshops and that the board deems as being pertinent to a given assignment;

e) experience: means the time that a teacher devoted to teaching a discipline or subject and that the board deems as being pertinent to a given assignment.

5-21.05

a) A teacher meets the assignment criteria if he or she has the qualifications or experience required and if he or she meets the particular requirements of the position determined by the board under this article.

b) However, subject to the particular requirements of a given position, a teacher is deemed to meet the assignment criteria, if he or she has the experience or the qualifications listed hereinafter:

i) holds a specialized diploma or a specialized university certificate for the discipline concerned or has completed a specialization[1] within a certified teacher training program;

ii) holds a diploma which does not mention a specialty if it involves a homeroom teacher at the preschool or elementary level teaching groups of students other than those with handicaps, social maladjustments or learning difficulties;

iii) holds a diploma for the secondary level, in whole or in part, which does not mention a specialty, if it involves the teaching of general education courses in one of the following disciplines: English, French, mathematics (first cycle), science (first cycle), human sciences and economics;

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

v) is following or has followed a program of studies recognized for the subject concerned and has successfully completed 15 credits of specialization in the discipline concerned.

5-21.06

When the board deems it 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 (hearing impaired, visually impaired, etc.) or because of the nature of the subject to be taught (violin, swimming lessons, etc.).

5-21.07

An excess teacher must take the retraining courses required by the board to meet its needs.

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[1] For a teaching diploma issued since September 10, 1997 specifying the program of studies completed for the teaching authorization or a teaching diploma issued since June 29, 2000 specifying the program of studies, the mention of the program corresponds to a mention of specialty for the discipline concerned.

5-21.08

Notwithstanding the other provisions of this article, no teacher shall be required to accept a transfer to a school situated more than 50 kilometres[1] from the school where he or she was teaching at the time of the notice of transfer and more than 50 kilometres from his or her domicile at the time of the notice of transfer.

However, this provision does not apply to the closing of the school where he or she taught at the time of the notice of transfer if there is no other school within the 50-kilometre radiuses.

For the purposes of applying this clause, "school" designates the building where the teacher provides the major portion of his or her teaching.

5-21.09

The teacher affected by a transfer requested by the board shall be reimbursed for the moving expenses prescribed in Appendix III, under the conditions prescribed therein, if the transfer necessitates his or her moving.

Section B Assignment and transfer procedure subject to 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).

5-22.00 PROGRESSIVE RETIREMENT PLAN

5-22.01

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.

5-22.02

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

5-22.03

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

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[1] Whenever a 50-kilometre radius is mentioned in this article, the distance shall be calculated by the most direct public route usually used.

5-22.04

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

5-22.05

a) The teacher who intends to opt for 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 opt for 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 annuity on the date on which the agreement expires.

5-22.06

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.

5-22.07

Subject to clause 5-22.01, 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 as provided for in the agreement or agreed to between the board and the teacher.

For the term 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.

5-22.08

The teacher is 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.

5-22.09

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

5-22.10

The teacher may use the redeemable sick-leave days to his or her credit on December 31, 1973 prescribed in subclause d) of clause 5-10.31, at the rate of one day per day, to reduce the number of workdays immediately preceding the expiry of the agreement.

5-22.11

During the period of progressive retirement, the pensionable salary for the years covered by the agreement for the purposes 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.

5-22.12

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

5-22.13

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.

5-22.14

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.

5-22.15

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 5-3.24; if it exceeds that percentage of salary, it shall be brought automatically to that percentage of salary, unless the board and the teacher concerned agree otherwise.

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.

5-22.16

A teacher is entitled to all of the benefits of the agreement consistent with the provisions of this article and the agreement.

5-22.17

Should the teacher not be entitled to his or her pension annuity upon the expiry of the agreement or should the latter be suspended 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 annuity, even though the period exceeds five years.

Any changes in the dates set for the beginning and end of the agreement must be approved beforehand by Retraite Québec.

5-22.18

a) In the event of the retirement, resignation, breach of contract, dismissal, nonreengagement, death of the teacher or, where applicable, upon expiry of the extension agreed to under clause 5-22.17, 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:

   i) The agreement becomes null if the teacher voluntarily ceases to participate in the progressive retirement plan during the first year of the agreement;

   ii) 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.

5-22.19

Upon expiry of the agreement, the teacher shall resign automatically and shall be pensioned off.

5-22.20

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

Section A *Manuel d'évaluation*

6-1.01

The *Manuel d'évaluation de la scolarité* is prepared by the Ministère.

6-1.02

a) If not already done, within 60 days of the coming into force of this 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:

   i) a member designated by QPAT;

   ii) a member designated by the Ministère;

   iii) a chairperson designated by the two aforementioned parties.

c) A complaint or suggestion shall only be valid if it is drawn up by the member designated by QPAT.

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*.

e) Moreover, the Ministère and QPAT may appoint an alternate to their designated member. Alternates may attend committee meetings but shall not have the right to vote.

f) If, however, a designated member does not attend a committee meeting, his or her alternate shall then become the designated member for 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.

Section B General provisions

6-1.03

Within 30 days of the coming into force of this entente, QPAT shall accredit a representative to the Ministère. Thereafter and for the entire term of this entente, a QPAT representative must be accredited to the Ministère.

6-1.04

a) The Minister shall prepare draft rules for the application of the Regulation respecting the criteria for evaluating years of schooling as a factor in establishing the qualifications of teaching personnel (R.R.Q., 1981, c. C-60, r. 4)[1] of the Minister for all rules not already explicitly prescribed in the *Manuel d'évaluation de la scolarité* in force on the date of the coming into force of this entente.

b) The Minister shall also prepare draft amendments to the existing rules.

c) The drafts, including the draft amendments to the existing rules, shall be submitted for consultation to the accredited representative, if any.

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 the Regulation respecting the criteria for evaluating years of schooling as a factor in establishing the qualifications of teaching personnel (R.R.Q., 1981, c. C-60, r. 4)[1] of the Minister, which rules shall 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 this entente. (See Appendix X.)

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, this service shall ensure the training of the personnel responsible for this file in the school boards and shall forward to the school boards any amendment to the *Manuel d'évaluation de la scolarité* made by the Minister.

6-1.05

The Ministère, QESBA and QPAT agree to meet at the written request of a board or union to discuss any problem resulting from the implementation of the system allowing school boards to decide on the attestation of schooling and, where applicable, to agree on appropriate solutions to the problems raised.

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[1] As in force on December 13, 2006

6-1.06

Subject to the provisions of clauses 6-1.13 to 6-1.18 and to the provisions regarding amendments to the rules of the *Manuel d'évaluation de la scolarité*, nothing in this article must be interpreted as invalidating the official attestation of the status of a teacher's schooling issued by the Minister since August 1971 or July 1995 by a school board 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).

6-1.07

The teacher, the board, the union, QPAT, CPNCA, QESBA and the Ministère shall expressly renounce all 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 school board within the meaning of clause 6-1.06 appearing on the official attestation, as well as any decision of the committee. The renunciations concerning any decision of the Minister or the board appearing on the official attestation shall not have the effect of annulling the provisions of this article dealing with a request for revision.

Section C Evaluation

6-1.08

The board shall decide 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 this entente. 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 also applies to a fraction of a year 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:

a) 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;

b) when a modified rule is added to the *Manuel d'évaluation de la scolarité* and entails a change in the teacher's schooling.

6-1.09

In order to decide on the evaluation of a teacher's schooling, the board shall take into account the transcripts of marks, report cards, 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 the teacher.

The board shall also decide on the evaluation each time it has on hand, in accordance with Section D, new transcripts of marks, report cards, certificates, degrees, diplomas and official documents (within the meaning of the rules of the *Manuel d'évaluation de la scolarité*) concerning the teacher.

6-1.10

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. Similarly, the board shall forward to the teacher every document referred to in clause 6-1.09 that it has on hand concerning him or her and not recognized for the purposes of evaluating his or her schooling.

Section D Reevaluation resulting from a change in the status of a teacher's schooling

6-1.11

a) The teacher who wishes to have his or her schooling reevaluated must submit a request to the board. Such a request must be made by a teacher in the employ of the board as well as a teacher registered on the priority of employment list or recall list or in the process of becoming eligible for either one of the lists, even if he or she is not in the employ of the board at the time of the request. The teacher must provide the board with the documents specified in the second paragraph of clause 6-1.09 or with a copy of the request for the documents made by the teacher to the institution that is to issue them.

b) The board shall then, if need be, reevaluate the teacher's schooling in accordance with the provisions of Section C within 30 days[1] from the date on which it received the documents required under subclause a).

6-1.12

At the union's request, the board shall, within 30 days[1] of the date on which it received the documents required for the request for reevaluation, forward to the union a copy of the teacher's reevaluation file.

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[1] Excluding the month of July as well as the days between December 20 and January 5

Section E Revision

6-1.13

Within 60 days (excluding the months of July and August) from the date 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 prescribed in clause 6-1.14. Such a request for revision may also be submitted by the union within the same time limit. A copy of the request shall be forwarded to the member designated by QPAT. The board shall also be informed of the revision request so that it may forward to the committee any information required under clause 6-1.09.

The Revision Committee is deemed to validly possess any request for revision submitted in accordance with clause 6-1.06 of 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 QPAT in writing of its intention.

6-1.14

The Revision Committee consists of three members, two of whom shall be designated as follows:

a) one member designated by QPAT;

b) one member designated jointly by the Ministère and the QESBA.

The two designated members shall choose the other member who shall automatically become chairperson of the committee.

However, QPAT must appoint at least one alternate to its designated member. The Ministère and the QESBA must also jointly appoint at least one alternate to their designated member. Alternates may attend committee meetings, but shall have no decision-making power. If, however, a designated member does not attend a meeting of the committee and his or her alternate is present, the alternate shall become the designated member for that meeting.

6-1.15

The committee shall analyze whether the decision appearing on the official attestation and 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 kept at the board in the file on the evaluation of schooling of the teacher concerned.

Should the committee ascertain in its analysis that a document mentioned in clause 6-1.09 is missing from the attestation, it shall then evaluate the document.

6-1.16

The committee is bound by the *Manuel d'évaluation de la scolarité*. The committee's decision may in no case have the effect of amending, subtracting from or adding to the rules found 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 found in the *Manuel d'évaluation de la scolarité*. Such a recommendation does not constitute a decision within the meaning of clause 6-1.17 and binds the Ministère, the union, the board and the teacher only if the Minister implements the recommendation.

6-1.17

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 Ministère, the board and the union.

6-1.18

Should the decision of the committee involve a change in the evaluation of the teacher's schooling, the board must forward to the teacher, within 60 days of the committee's decision, a new official attestation of the status of his or her schooling with a copy to the union.

Moreover, if the decision of the Revision Committee mentioned in clause 6-1.14 of the former agreement involves a change in the evaluation of a teacher's schooling, the board must forward to the teacher, if not already done, a new official attestation of the status of his or her schooling with a copy to the union.

6-1.19

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 responsibility to prepare the roll of the requests for revision.

6-1.20

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 6-1.19.

6-1.21

In the cases stipulated in subclause a) or b) of clause 6-1.20, should the two designated members of the committee concur in a decision and sign it, the decision constitutes that of the committee.

6-1.22

In the cases stipulated in subclause b) or c) of clause 6-1.20, 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. Nevertheless, the designated member who disagrees may sign as dissident.

6-1.23

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.

6-1.24

The mandate of the committee and its members shall be for the term of the entente. 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.

6-1.25

If a member of the committee has not been designated within 60 days of the coming into force of this entente 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 coming into force of this entente or within 60 days of the resignation, death or inability to act of the chairperson, the chairperson shall be appointed by the chief arbitrator.

6-2.00 RECOGNITION OF YEARS OF EXPERIENCE

6-2.01

a) The board shall recognize the experience of every teacher in its employ on July 1, 2015, which it recognized for him or her for the 2014-2015 school year.

b) In accordance with clauses 6-2.02 to 6-2.08, the board shall evaluate the years of experience acquired after the 2014-2015 school year of every teacher in its employ on July 1, 2015 and, where applicable, shall revise his or her step accordingly.

c) In accordance with clauses 6-2.02 to 6-2.08, the board shall evaluate all the years of experience of every teacher engaged as of July 1, 2015.

d) Notwithstanding the foregoing, experience acquired in 1982-1983 shall not allow for any advancement in step.

e) Beginning on July 1, 2000, the board shall recognize, for every teacher, the experience acquired during the 1996-1997 school year that would have been recognized for that year under article 6-4.00 of the 1995-1998 agreement, were it not for subclause d) of clause 6-4.01 of that agreement and, where applicable, shall revise his or her step accordingly.

The experience thus recognized shall have no retroactive effect.

6-2.02

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 for a minimum of 90 days only because of circumstances beyond his or her control or because of a parental leave provided for in article 5-13.00 shall be recognized as a year of experience; only the days of leave prescribed in clauses 5-13.06, 5-13.07, 5-13.08, 5-13.09, 5-13.16, 5-13.22, 5-13.25, 5-13.26, 5-13.30, 5-13.31, 5-13.45, 5-13.46, 5-13.49 and those listed in the fourth paragraph of clause 5-13.69 for the duration stipulated therein are considered as days when the teacher teaches or performs a pedagogical or educational function.

For any period prior to the 2016-2017 school year, the corresponding provisions of the 2010-2015 entente continue to apply.

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1 See Appendix XI.

2 When a secondary-level teacher obtains a partial leave without salary which entails being released from one group of students only and that this leave alone does not allow him or her to accumulate the required 155 days, the board shall also recognize a year of experience for him or her.

6-2.03

Teaching time as a part-time teacher, a replacement 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, he or she may not begin to accumulate days to make up a new year of experience before having completed 135 days[1].

6-2.04

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:

$$\text{Number of days of experience} = \frac{\text{Total number of 45- to 60-minute periods}}{4}$$

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 at the preschool and elementary levels:

$$\text{Number of days of experience} = \frac{\text{Total number of hours}}{4}$$

6-2.05

The practice of a trade or profession 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.

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[1] See Appendix XII.

b) One year consists 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 is equal to one year of experience but, beyond the first 10 years, every block of two years thus spent is equal to one year of experience.

6-2.06

In no case shall more than one year of experience be recognized for any school year during which a teacher taught or held another pedagogical position 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.

6-2.07

Additional years of experience shall be recognized for each year at the beginning of the work year. Before November 1, a full-time teacher must submit to the board 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 that provides him or her with the documents.

6-2.08

If a teacher must leave the service of the board to carry out activities that are part of the professional improvement system prescribed in Chapter 7-0.00, the board shall recognize, upon his or her return, the same number of years of experience as he or she would have had had he or she remained in the service of the board.

6-3.00 CLASSIFICATION

Section A General provisions

6-3.01

a) The applicable step prescribed in article 6-4.00 of every full-time teacher, part-time teacher or replacement teacher shall be determined on the basis of the evaluation of schooling in complete years decided under clause 6-1.08 or 6-1.18 in the following manner:

A teacher shall be assigned the step corresponding to the year of experience he or she is in the process of acquiring in accordance with article 6-2.00, without exceeding step 17, increased by:

- two steps, if his or her schooling is evaluated at 17 years;

- four steps, if his or her schooling is evaluated at 18 years;
- six steps, if his or her schooling is evaluated at 19 years or more without a doctorate;
- eight steps, if his or her schooling is evaluated at 19 years or more with a doctorate.

b) The applicable rate specified in clause 6-6.02 for every teacher-by-the-lesson shall be determined on the basis of the evaluation of the complete years of schooling decided under clause 6-1.08 or 6-1.18 in the following manner:

i) less than 17 years, every teacher who has less than 17 years of schooling;

ii) 17 years, every teacher who has 17 years of schooling;

iii) 18 years, every teacher who has 18 years of schooling;

iv) 19 years or more, every teacher who has 19 years of schooling or more.

This clause is used to determine definitive classification. Definitive classification shall be based on the official attestation of the status of the teacher's schooling in complete years and on the experience acquired on the date of engagement.

The board that hires a teacher who has an official attestation of the status of his or her schooling shall recognize the official attestation of schooling issued by the Minister or by a school board within the meaning of clause 6-1.06.

Notwithstanding the foregoing, experience acquired in 1982-1983 shall not allow for any advancement in step.

6-3.02

Every teacher who has not already done so must provide the board with the transcripts of marks, report cards, certificates, degrees, diplomas and official documents (according to the rules of the *Manuel d'évaluation de la scolarité*) necessary for the evaluation of his or her years of schooling. The documents must be certified true by the representative of the organization from which they originate. The board shall acknowledge receipt to the teacher.

6-3.03

As regards every teacher to whom the Minister or a school board within the meaning of clause 6-1.06 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 step in which his or her transcripts of marks, report cards, certificates, degrees, diplomas and official documents (within the meaning of the rules of the *Manuel d'évaluation de la scolarité*) would classify him or her under clause 6-3.01;

b) according to the Regulation respecting the criteria for evaluating years of schooling as a factor in establishing the qualifications of teaching personnel (R.R.Q., 1981, c. C-60, r. 4)[1] of the Minister, the step in which his or her transcripts of marks, report cards, certificates, degrees, diplomas and official documents (within the meaning of the rules of the *Manuel d'évaluation de la scolarité*) would classify him or her under clause 6-3.01 if his or her 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 step within 30 days[2] of receiving the documents. However, the board shall not claim any money as a result of a decision to lower 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.

Within 10 days of the decision concerning the provisional classification, the board shall inform the union using the form found in Appendix XIII. At the union's written request, the board shall forward a copy of the provisional classification file to the union.

6-3.04

If the union disagrees with a teacher's provisional classification, as determined by the board under clause 6-3.03, 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.

6-3.05

Except in the cases prescribed in Section B, every definitive classification made under clause 6-3.01 shall have a retroactive effect to the date of entry into service in 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 applying this agreement, definitive classification shall have no effect prior to the date of the coming into force of this entente.

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.

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[1] As in force on December 13, 2006

[2] Excluding the month of July as well as the days between December 20 and January 5

6-3.06

Every year, before or with the first installment of the teacher's salary, the board shall inform the teacher of the experience and salary scale step that it recognizes for him or her.

Section B Advancement in step resulting from additional schooling

6-3.07

a) Following a new evaluation of a teacher's schooling decided under Section D of article 6-1.00, the board shall grant, if need be, an advancement in step in accordance with clause 6-3.01.

b) An advancement in step shall be granted only once each school year.

c) The advancement in step shall come into effect on the 101st workday of the current school year, retroactively, if need be:

   1. if, on January 31 of the current school year, the teacher had completed the necessary studies for a new evaluation of his or her years of schooling; and

   2. if he or she had provided, before April 1 of the current school year, the documents required under subclause a) of clause 6-1.11.

d) Where applicable, retroactivity resulting from such advancement shall be paid on the first payday of the month following the date on which the teacher receives the official attestation of the status of his or her schooling.

Section C Advancement in step resulting from additional experience

6-3.08

A teacher is entitled to an advancement in step at the beginning of the work year if the board recognizes additional experience under article 6-2.00. The salary readjustment ensuing from a change in the years of experience shall be retroactive to the beginning of the work year, provided that the conditions prescribed in clause 6-2.07 concerning the recognition of additional experience are met.

6-3.09

Following initial placement in the scale, the teacher is entitled each school year to only one advancement in step for additional experience, regardless of the experience recognized for the preceding school year, except where additional experience is recognized based on the documents provided under clause 6-2.07.

6-4.00 SALARY SCALE

6-4.01

A teacher shall receive the annual salary prescribed in clause 6-4.02 and in subclause A) of clause 6-4.03 based on the step granted under articles 6-1.00 and 6-3.00.

A teacher is also entitled to additional remuneration under the terms and conditions prescribed in subclause B) of clause 6-4.03.

A teacher's annual salary applies for the entire school year and includes workdays, paid legal holidays and vacation days.

6-4.02

For the periods concerned, the salary scale applicable to a teacher is as follows:

Step[1]	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

[1] As defined in clause 1-1.17

6-4.03

A) Increase in salary scale and rates

The applicable salary scale and rates found in clause 6-4.02 are increased according to the following criteria:

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 shall be introduced as part of the implementation of the salary relativities[1]. The salary scale and rates of the new salary structure shall come into effect as of the 142nd workday of the 2018-2019 school year[2].

The teacher shall be integrated into the step that he or she held on the day before the integration.

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[1] The new salary structure applicable to teachers is found in Appendix XL of the entente.

[2] The applicable annual salary scale and rates shall be integrated into clause 6-4.02, subclause a) of clause 6-6.02, subclause a) of clause 6-6.03, subclause a) of clause 11-1.03 and subclause a) of clause 13-2.03.

B) Additional remuneration[1]

1) As of the 141st workday of the 2014-2015 school year up to the 140th workday of the 2015-2016 school year, the teacher who assumed a 100% workload shall be entitled to additional remuneration of $547.89 for these 200 workdays.[2]

2) As of the 141st workday of the 2018-2019 school year up to the 140th workday of the 2019-2020 school year, the teacher who assumed a 100% workload shall be entitled to additional remuneration of $292.21 for these 200 workdays.[2]

6-4.04

Subclause A) of clause 6-4.03 applies to clauses 6-5.01, 6-6.02, 6-6.03, 11-1.03, 12-2.01 and 13-2.03, with any necessary modifications.

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[1] Also considered are the hours paid on the basis of which a teacher receives maternity, paternity or adoption leave benefits, parental leave allowances and salary insurance benefits including benefits paid by the CNESST, the compensation plan *Indemnisation des victimes d'actes criminels (IVAC)* and the SAAQ, as well as those paid by the board in the event of work accidents, if any.

A1 [2] The teacher on a full-time, part-time or replacement contract who assumes a workload that is less than or greater than 100% shall be entitled to additional remuneration proportional to the percentage of workload performed.

6-5.00 ANNUAL SUPPLEMENTS

6-5.01

The teacher who is appointed staff assistant[1] or head teacher[2] shall receive the following supplement for his or her additional responsibilities:

Period	Amount
As of the 141st workday of the 2014-2015 school year	$1 490
As of the 141st workday of the 2015-2016 school year	$1 512
As of the 141st workday of the 2016-2017 school year	$1 538
As of the 141st workday of the 2017-2018 school year	$1 569
As of the 142nd workday of the 2018-2019[3] school year	$1 600

6-5.02

The annual supplements prescribed in this article shall be paid in proportion to the number of workdays during which the teacher is appointed to one of the functions referred to in this article.

6-6.00 PART-TIME TEACHER, REPLACEMENT TEACHER, TEACHER-BY-THE-LESSON AND CASUAL SUPPLY TEACHER

6-6.01

A part-time or replacement teacher is 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 holds true for premiums for regional disparities and special leaves.

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1 As defined in clause 1-1.03

2 As defined in clause 1-1.39

3 Transitional provision prescribed in article 8 of Section 2 of Appendix XL

6-6.02

a) A teacher-by-the-lesson shall be remunerated on the basis of the hourly rates set hereinafter:

Rates / Periods concerned	Less than 17 years	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

b) The rates are for 45 to 60 minutes of teaching and the teacher-by-the-lesson whose periods are shorter than 45 minutes or longer than 60 minutes shall be remunerated as follows: for every period less than 45 minutes or greater than 60 minutes, the rate is equal to the number of minutes divided by 45 and multiplied by the hourly rate prescribed above.

Even though the rates are only paid for work performed, they include payment for work performed and for the same paid legal holidays as those of regular teachers.

c) A teacher-by-the-lesson is not entitled to any benefits except for those specifically prescribed in the agreement.

d) 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.

e) Additional remuneration

1) As of the 141st workday of the 2014-2015 school year up to the 140th workday of the 2015-2016 school year, a teacher-by-the-lesson shall be entitled to additional remuneration of $0.68 for each hour paid.

2) As of the 141st workday of the 2018-2019 school year up to the 140th workday of the 2019-2020 school year, a teacher-by-the-lesson shall be entitled to additional remuneration of $0.37 for each hour paid.

6-6.03

A2 a) A casual supply teacher shall be remunerated in the following manner:

Substitution time in a 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 who reports to school to carry out substitution at the request of the board or the school administration shall receive, as a minimum, the rate determined for 60 minutes or less.

d) At the secondary level, a casual supply teacher may not be required to do more than five periods of 45 to 60 minutes each day.

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1 The rates for this substitution time are obtained by multiplying the rate for 60 minutes or less by 2.5.

2 The rates for this substitution time are obtained by multiplying the rate for 60 minutes or less by 3.5.

3 The rates for this substitution time are obtained by multiplying the rate for 60 minutes or less by 5.0.

e) The aforementioned amounts include workdays as well as paid legal holidays.

f) However, if a full-time, part-time or replacement teacher is absent for more than 20 consecutive working days, the board shall pay the casual supply teacher replacing the teacher during the 20 days the salary he or she would receive if he or she were a full-time, part-time or replacement teacher, as the case may be. The salary that he or she receives shall be based on the step as established by the board under article 6-3.00 and shall be paid at the rate of 1/200 of the applicable annual salary for each day thus worked when replacing a full-time, part-time or replacement teacher, as the case may be. In this case, the salary shall be payable from the first day of substitution and the casual supply teacher must provide without delay the documents used to determine his or her salary. The fact that the casual supply teacher is absent for no more than three days during the accumulation of the 20 consecutive days of substitution shall not affect such accumulation.

g) A casual supply teacher is not entitled to any benefit except for those specifically prescribed in the agreement and is not bound by any obligation other than that of carrying out the task assigned to him or her by the board.

h) Additional remuneration

1) As of the 141st workday of the 2014-2015 school year up to the 140th workday of the 2015-2016 school year, a casual supply teacher shall be entitled to additional remuneration of:

Substitution time			
60 minutes or less	**between 61 minutes and 150 minutes**	**between 151 minutes 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 up to the 140th workday of the 2019-2020 school year, a casual supply teacher shall be entitled to additional remuneration of:

Substitution time			
60 minutes or less	**between 61 minutes and 150 minutes**	**between 151 minutes and 210 minutes**	**more than 210 minutes**
$0.29	$0.73	$1.02	$1.45

6-7.00 MISCELLANEOUS PROVISIONS CONCERNING REMUNERATION

6-7.01

The teacher shall receive the annual salary prescribed in article 6-4.00, as well as the supplements prescribed in article 6-5.00 and the premiums for regional disparities prescribed in Chapter 12-0.00, if any, in 26 instalments, according to the following terms and conditions:

a) as of the beginning of the work year, the 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;[2]

b) notwithstanding subclause a) and subject to Appendix XV, 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, for each day worked;

c) notwithstanding subclause a), the teacher who leaves the service of the board shall receive, upon his or her departure, the remaining salary and 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 clause of the agreement.

6-7.02

Remuneration for substitution carried out by the teachers of the school:

a) who want to carry out substitution on a voluntary basis in addition to the workload prescribed in subclause a) of clause 8-7.02

or

b) who carry out substitution under the emergency system established under Section E of article 5-1.00.

is equal to 1/1 000 of the applicable annual salary of the teacher concerned for every 45- to 60-minute period. For every period less than 45 minutes or greater than 60 minutes, the salary is equal to the number of minutes divided by 45 and multiplied by 1/1 000 of the applicable annual salary.

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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.

2 If there are more than 14 days between the 26th payment for a work year and the first payment of the upcoming work year, the board and the union may agree on different terms and conditions.

6-7.03

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 the rate of 1/200 of the applicable annual salary each day worked.

6-7.04[1]

The board shall deduct 1/200 each workday (read 1/400 for each half workday and read 1/1 000 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 period of less than one work year;

b) unauthorized absences or absences used for purposes other than those authorized.

6-8.00 PAYMENT OF SALARY

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] The board and the union may agree to apply the provisions of Appendix XV.

CHAPTER 7-0.00 PROFESSIONAL IMPROVEMENT SYSTEM

7-1.00 AMOUNTS ALLOCATED FOR PROFESSIONAL IMPROVEMENT

7-1.01

For the purposes of applying this chapter, every school year, the board shall have $240 per full-time equivalent teacher in the service of the board on September 30, excluding teachers on availability. A portion of the amount shall be earmarked for training in the area of special education. Within the limits of these resources, the parties shall ensure that training requests related to special education shall be processed in a fashion to facilitate access.

For the purposes of applying this article, "full-time equivalent" includes full-time teachers, part-time teachers, replacement teachers and teachers-by-the-lesson.

7-1.02

In order to facilitate the professional improvement of teachers in isolated areas, the Minister shall provide $21 500 per school year. The amount shall be distributed in accordance with Appendix XVII.

7-1.03

The amounts available for one year and not used or committed shall be added to the amounts available for the following school year.

7-1.04

The allocation of the amounts available for professional improvement under this chapter shall be decided by a parity committee the composition, prerogatives and operation of which are defined in Chapter 4-0.00 of this agreement. If the board refuses to implement a decision of the parity committee concerning the administration of the amounts, the parity committee must again consider the matter.

7-2.00 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 THE 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

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.

8-1.03

Considering the importance that the parties attribute to continuing education, they 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).

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.

In this context, the teacher's characteristic responsibilities are:

a) to prepare and present courses and provide developmental and cognitive learning activities within the guidelines of the authorized programs;

b) to work together with the other teachers and the personnel of the school in order to take the appropriate measures to meet the individual needs of students;

c) to organize and supervise student activities;

d) to organize and supervise workplace internships;

e) to be responsible for providing support (encadrement);

f) to be responsible for providing remediation;

g) to supervise the students for whom he or she is responsible as well as other students in his or her presence;

h) to evaluate the performance and progress of students for whom he or she is responsible and to report on them to the school administration and to parents according to the system in effect;

i) to monitor the late arrivals and absences of his or her students and to report them to the school administration according to the system in effect;

j) to participate in meetings relating to his or her work;

k) to perform other duties usually assigned to teaching personnel.

8-3.00 INTRODUCTION OF NEW PROGRAMS (PROTOCOL)

8-3.01

As regards the implementation of a new program, the board shall provide students with learning materials and textbooks in sufficient quantity.

Moreover, the board shall ensure that teachers received or have adequate training.

8-3.02

Pedagogical guides prepared by the Ministère and designed for teachers are instruments made available to teachers for information purposes.

8-4.00 RULES GOVERNING THE FORMATION OF STUDENT GROUPS

8-4.01

a) For the purposes of applying this article, the average number of students per group shall be determined at the board level. However, the board, in determining the averages, shall not take into account student groups in which teaching methods such as, among others, "team teaching" and "conference courses" are used.

b) The rules governing the formation of groups must be such that the average number of students per group for each student group defined in this article cannot exceed the numbers prescribed.

c) The board may exceed the maximums indicated only for one of the following specific reasons: the lack of premises in the school, the limited number of groups in the school, a shortage of qualified available personnel or the geographic location of the school.

The board and the union may agree on additional reasons for exceeding the maximums prescribed.

d) When a group of students with handicaps, social maladjustments or learning difficulties includes students of different types, the maximum and average number of students in the group shall be determined under Appendix XVIII.

When a group of students enrolled in a temporary individualized path for learning includes one or more students of different types of students with handicaps, social maladjustments or learning difficulties, the maximum and the average number of students in the group shall be determined under Appendix XVIII.

e) 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 by applying a weighting factor established under Appendix XIX.

A priori weighting is carried out within the framework of the annual process for the formation of groups and applies until the first day of class.

f) The maximums do not apply to student groups in which organizational teaching methods such as, among others, "team teaching" and "conference courses" are used.

Moreover, the maximum and average number do not apply to a group of students in a special class identified as having profound intellectual handicaps, pervasive developmental disorders, psychopathological disorders or serious language disorders, if the board provides visible aid other than a teacher.

g) Subject to Appendix XX, a teacher whose class exceeds the maximum prescribed is entitled to a monetary compensation based on the formula found in Appendix XXI under the following conditions:

1) the number of students on the basis of which the compensation is calculated is the number of students enrolled for at least half of the class days in a given month;

2) no compensation shall be payable if the oversize class exists in September but no longer exists on October 15;

3) no casual supply teacher is entitled to compensation.

This subclause does not apply to a group formed as a result of an amendment agreed under clause 8-10.02.

8-4.02 In preschool, the maximum and average number of students per group are:

		Av.	Max.
a)	For regular groups:		
	1. for courses intended for preschool students (4-year-olds):	15[1]	18[1]
	2. 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
	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

[1] Subject to Appendix XXII

8-4.03 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
	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

[1] Subject to Appendices XXII and XXIII - For the 2016-2017 school year, Appendix XXIII of the 2010-2015 entente applies. Appendix XXIII of this entente applies as of the 2017-2018 school year.

	Av.	Max.
6. for courses intended for students in special classes at the elementary level identified as having a profound intellectual handicap:.....	4	6

8-4.04 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 technical exploration courses (or vocational exploration)[2]:	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
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

[1] Subject to Appendix XXII

[2] The rule continues to apply to schools still offering introduction to technology courses.

	Av.	Max.
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

8-4.05

The board and the union may modify or replace the averages and maximums prescribed in clauses 8-4.02, 8-4.03 and 8-4.04.

8-4.06 Multigrade classes

Elementary school

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 forward to the union at the time and in the manner determined by the board information concerning multigrade classes that the board intends to form for the next school year. The union may make recommendations to the board concerning the classes.

c) **(Protocol)** When the board forms a multigrade class in a school that has 100 students or more, it shall try to group together, whenever possible, students of the same cycle.

d) When a school has 65 students or more at the elementary level, a multigrade class shall be limited to two grades, 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 grades, unless the board and the union agree otherwise, if the number of students in a two-grade class that the board could form under subclause a) is less than:

- 18[1], if there are one or more grade-1 students in the class;
- 20[2], if there are no grade-1 students but one or more grade-2 students;
- 21[3], if there are one or more grade-3 students;
- 23[3], if there are only grade-4, -5 or -6 students in the class.

In each of these cases, the multigrade class shall be limited to three grades.

e) Subject to subclause f), in a school where there are fewer than 65 students at the elementary level, a multigrade class shall be limited to three grades, unless there is an agreement to the contrary between the board and the union.

f) In a school where there are fewer than 25 students at the elementary level, a multigrade class may contain more than three grades.

g) The excess number of students in a multigrade class shall be established on the basis of the average[4] and not the maximum number of students and the compensation shall be determined accordingly.

h) For the purposes of this clause, "school" means the building where the teacher provides instruction.

Preschool

i) **(Protocol)** If the board forms a multigrade class in a school that has 100 students or more, it shall try, whenever possible, to form such classes, excluding preschool students.

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[1] Read 16, if there are one or more grade-1 students in economically disadvantaged areas as long as Appendix XXII applies.

[2] Read 16, if there are one or more grade-2 students in economically disadvantaged areas as long as Appendix XXII applies.

[3] As of the 2011-2012 school year, read 16 for schools situated in economically disadvantaged areas as long as Appendix XXII applies.

[4] If the averages applicable to the grades of the students in a multigrade class are different, the lowest average applies to that class.

8-5.00 DURATION OF WORKING TIME

8-5.01

A teacher's work year shall comprise 200 workdays and, unless there is an agreement to the contrary between the board and the union, it shall begin on September 1 and end on the following June 30.

8-5.02 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).

8-6.00 WORKWEEK

8-6.01

A teacher's workweek shall comprise five days from Monday to Friday and include 32 hours of work at school. However, the board or the principal may, as regards the 27 hours of work prescribed in subparagraph i) of subclause a) of clause 8-6.02, assign the teacher to a place of work other than the school.

Moreover, at the teacher's request, the board or the principal may, as regards the five hours prescribed in subparagraph ii) of subclause a) of clause 8-6.02, assign a teacher to a place of work other than the school.

8-6.02

a) A teacher shall be required to be present for a total of 32 hours per workweek or the equivalent. The 32 hours of work include:

   i) 27 hours per week or the equivalent at his or her assigned place of work at times determined by the board or the principal for each teacher;

   ii) five hours per week or the equivalent to carry out work of a personal nature in keeping with the general duties prescribed in clause 8-2.01.

   These five hours include the students' break or recess time when it is between two periods of workload assigned by the administration and for which no other workload is assigned.

The time required for the first 10 group meetings held immediately after the dismissal of all students and for the first three meetings with parents may exceed 32 hours, in which case, the excess time shall be compensated, during other weeks or days, by an equivalent reduction in the time prescribed for work of a personal nature mentioned in the preceding paragraph. The teacher shall determine the times during which work of a personal nature shall be reduced in the manner prescribed in subclause d), as though it involved a change of an occasional nature.

For the purposes of determining the number of hours devoted to carrying out work of a personal nature, the time required for the first 10 group meetings held immediately after the dismissal of all students and for the first three meetings with parents is considered as work of a personal nature.

b) The teacher shall be notified of any change in the distribution of the 27 hours prescribed in subparagraph i) of subclause a) by prior notice which shall be sufficient to allow the teacher to be present at the required time.

Moreover, if a change of a permanent nature is involved, the teacher must have been consulted and, failing agreement on the time of the change, prior notice must be of at least five days, unless there is an agreement to the contrary between the board and the union.

c) The teacher shall determine the work he or she shall carry out during the hours prescribed in subparagraph ii) of subclause a) based on the work of a personal nature related to the general duties specified in clause 8-2.01. The teacher shall also be responsible for determining the times for carrying out work of a personal nature from among the times not yet determined by the board or the principal for the 27 hours of work and for the time prescribed in the second and third paragraphs of subparagraph ii) of subclause a).

d) Except for the time prescribed in the second paragraph of subparagraph ii) of subclause a), the following terms and conditions apply for the purposes of determining the times prescribed for work of a personal nature referred to in subparagraph ii) of subclause a), unless there is an agreement to the contrary between the board and the union:

i) at the beginning of the work year, the teacher shall notify, as soon as possible, the principal of the appropriate times for carrying out work of a personal nature while ensuring that the time thus determined is at least equal to the shortest passing time between classes or recess time in accordance with subparagraph ii) of subclause a);

ii) subsequently, the time must be modified by the teacher to take into account any time determined by the principal to carry out the 27 hours of work and the time prescribed for the first 10 group meetings held immediately after the dismissal of all students and for the first three meetings with parents;

iii) the time devoted to work of a personal nature may also be modified by the teacher during the course of the year, in which case a prior notice of at least 24 hours is required if a change of an occasional nature is involved and must specify the reason for the change;

iv) moreover, if a change of a permanent nature is involved, the time devoted to work of a personal nature may be modified by the teacher during the course of the year, in which case a prior notice of at least five days is required and must specify the reason for the change.

e) The 32 hours prescribed in subclause a) fall within a framework of 35 hours per week or the equivalent which shall also be determined by the board or the principal for each teacher.

Moreover, the framework must not exceed a daily span of eight hours.

The board and the union may modify or replace the framework of the workweek and daily span.

f) The 32 hours, the framework of 35 hours and the daily span of eight hours do not include the period prescribed for the teacher's meal.

The 27 hours, the framework of 35 hours and the daily span of eight hours do not include the time prescribed for the first 10 group meetings held immediately after the dismissal of all students or the first three meetings with parents.

g) The work of a personal nature prescribed in subparagraph ii) of subclause a) shall be carried out within the 8-hour daily span.

Notwithstanding the preceding paragraph, subclauses e) and f) and clause 8-6.04 and, subject to an agreement between the teacher and the principal, the times for work of a personal nature determined by the teacher under subclause c) may be carried out outside of the framework of 35 hours or the daily span of eight hours.

The times for work of a personal nature determined by the teacher under subclause c) may also be carried out, if the teacher so decides, outside of the framework of 35 hours or the daily span of eight hours according to the following terms and conditions:

i) the work shall be carried out during the 30 minutes immediately preceding or following the 8-hour daily span or during any part of the teacher's meal period prescribed in clause 8-8.03 exceeding 50 minutes;

ii) the times for carrying out the work thus determined during the lunch period cannot exceed two hours per week.

8-6.03

In the case of itinerant teachers, the board must take into account the fact that the teachers must travel from one building to another in determining the 27 hours.

8-6.04

The board shall determine, after consultation with the union, the beginning and end of a teacher's workday.

8-6.05

In the case where the instruction provided to students covers a cycle other than a 5-day cycle, the term "or the equivalent" means that the 32 hours, the 27 hours, the five hours and the 35 hours shall be reduced or increased proportionately.

8-6.06 Terms and conditions for the distribution of working 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).

8-7.00 WORKLOAD

8-7.01

For the purposes of applying this chapter, the following definitions apply.

a) Support (encadrement):

- intervention by a teacher 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 a 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. At the elementary level, the teacher shall carry out remediation activities with his or her students.

c) Supervision of arrival and dismissal of students:

- supervision of a group of students ensured by the teacher responsible for the group upon arrival and dismissal from classes. This supervision may not be included in the workload.

8-7.02

a) Subject to clauses 8-7.04 and 8-7.05, the board or principal shall respect the following maximums in assigning teachers to the activities described in subclauses b) and c) of this clause:

i) 23 hours per week or the equivalent for full-time teachers at the preschool or elementary level;

ii) 20 hours per week or the equivalent for full-time teachers at the secondary level.

b) The teacher's workload shall consist of services to which he or she is assigned by the board or the principal and which he or she provides directly to students. The workload includes the presentation of courses and lessons, developmental and cognitive learning activities, student activities, support, remediation, homeroom and supervision, with the exception of the supervision of the arrival and dismissal of students and the passing time of students at recess and between periods.

c) For the teacher-specialist in guidance, the workload also includes guidance services to which he or she is assigned by the board or the principal and which he or she provides directly to students.

d) The workload does not include the time during which the teacher provides additional services to students under article 8-2.00 and to which he or she is not assigned by the board or the school administration. Furthermore, it does not include the teacher's participation in student activities which are not part of the students' timetable and which are provided by the teacher on a voluntary basis.

In these cases, the teacher must complete any activity to which he or she has committed himself or herself, barring uncontrollable circumstances.

e) Should the board exceed, for special reasons, the maximum prescribed in subclause a) for a given teacher, the teacher is entitled to the remuneration determined in clause 6-7.02.

f) When the school organization so requires, the teacher's workload or, where applicable, the average time to be devoted to the presentation of courses and lessons may vary within the school year.

Even if the school organization does not require it, the workload may vary within a school year due to a variation in the workload activities other than the presentation of courses and lessons and the developmental and cognitive learning activities.

Should the workload vary within the school year, the term "or the equivalent" mentioned in subclause a) of this clause and in subclause a) of clause 8-7.03 means on an annual basis.

8-7.03

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:

i) 20 hours and 30 minutes per week or the equivalent for all full-time teachers at the elementary level;

ii) 17 hours and five minutes per week or the equivalent for all full-time teachers at the secondary level.

b) The average time shall be established on October 15 by dividing the total number of hours devoted to those activities for each full-time teacher 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 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 the 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 purposes of the preceding subclauses a) and b), a full-time teacher is a regular teacher, with the exception of a teacher on availability, a department head, a supporting teacher within the meaning of article 8-11.00, a teacher referred to in subclause a) of clause 5-3.36 and a teacher on a full-time or part-time leave of absence for the whole year in accordance with this agreement.

8-7.04

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 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 workweek.

If the instruction provided covers a cycle other than a 5-day cycle, the number of hours mentioned in this clause shall be adjusted proportionately.

8-7.05

If the instruction provided covers a cycle other than a 5-day cycle, the term "or the equivalent" means that the teacher's workload or, where applicable, the average time to be devoted to the presentation of courses and lessons for that cycle shall be reduced or increased proportionately.

8-7.06

Unless there is an agreement to the contrary between the board and the union, at least 50% of the full-time teacher's workload prescribed in clause 8-7.02 shall be devoted to the presentation of courses and lessons as well as to the supervision of student activities within the students' timetable.

This clause does not apply to teacher-specialists in guidance, teachers assigned to regular substitution or teachers on availability.

8-7.07 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).

8-8.00 SPECIAL CONDITIONS

8-8.01

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.

8-8.02

In a school where the school administration has secretarial personnel at its disposal, the teacher may make use of this personnel to have work done which is directly related to his or her teaching. For that purpose, he or she shall approach the school administration and indicate the work he or she would like to have done and the school administration shall assign the work to its secretarial personnel according to the availability of the said personnel.

8-8.03

A teacher is entitled to a period of at least 50 minutes for his or her meal. For a teacher at the secondary level, the period shall begin between 11:00 and 12:30, unless there is an agreement to the contrary between the board and the union.

8-8.04 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).

8-9.00 PROVISIONS CONCERNING STUDENTS WITH SPECIAL NEEDS

8-9.01 Prevention and early intervention

a) Prevention and early intervention, at entry to preschool, are the concern of all intervenors and are essential for ensuring student success.

   The parties also recognize the importance of detecting at-risk students and students with handicaps, social maladjustments or learning difficulties at the start of schooling.

   Special attention must be given to at-risk preschool students.

b) In this context, the school administration shall provide the teacher, upon request, with information on at-risk students and students with handicaps, social maladjustments or learning difficulties, which information shall be obtained by allowing teachers access to a student's records and special needs file. The information shall be provided if it is available and is in the student's interest, the foregoing subject to the respect of persons and the code of ethics.

c) The parties also recognize that the teacher is the first intervenor with students and, as such, must record and share with other intervenors information and observations on students, especially concerning those actions he or she has already taken.

8-9.02 Partial and total integration

a) Partial integration refers to the process by which a student participates for part of his or her time in school in educational activities of a group of students with handicaps, social maladjustments or learning difficulties and is integrated into a regular group for the remaining time.

b) Total integration refers to the process by which a student with a handicap, social maladjustment or learning difficulty is integrated into a regular group for all of his or her time in school.

8-9.03

No later than April 30, the board shall identify provisionally, for the following school year, the specialized resources available for all categories of personnel and the financial resources available in the schools and the board for services offered to students with special needs and shall so inform the parity committee prescribed in clause 8-9.04.

Once the board has determined the total resources available, it shall so inform the parity committee.

The resources include:

a) for the duration of the entente, the funding of additional teaching positions at the elementary level specified in Appendix XXIX;

b) for the duration of the entente, the number of positions and the funding received by the board for additional teaching positions at the secondary level based on the distribution of the 600 supporting teacher positions[1] among the boards according to the parameters established by the Ministère;

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[1] The Ministère shall distribute the positions among the French-language and English-language school boards and the Littoral School Board.

c) the funding specified in Appendix XXX received by the board to resolve specific problems related to the integration of students with special needs and, especially, students with behavioural difficulties;

d) the budgetary resources allocated for students with special needs in addition to the resources the board receives for regular students for educational activities;

e) the budgetary resources allocated for handicapped students in addition to the resources the board receives for regular students for educational activities.

No later than October 31 or at another date agreed upon by the board and the union, the board shall inform the committee of the number of special classes and individualized paths for learning classes.

8-9.04

The board and the union shall set up a parity committee. The committee's mandate shall be:

a) to give its view on the policy on the organization of educational services for students with handicaps, social maladjustments or learning difficulties and to make recommendations concerning the implementation of the policy and the methods for integrating students into regular groups as well as the support services required for the students' integration;

b) to recommend 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;

c) to give its view on the services to be offered at the board level;

d) to verify all the resources available under clause 8-9.03;

e) to determine the criteria for the allocation of resources to schools according to the policy in effect at the board;

f) to analyze requests from schools in relation to the allocation criteria established;

g) based on the total available resources allocated under clause 8-9.03, to recommend to the board:

    i) the allocation of resources among the schools;

    ii) the portion of resources allocated as compensation as a result of the weighting of certain students with special needs to be paid or, where applicable, to be included in the school’s budget;

    iii) the reserve to be maintained for additional services that will be determined during the following year under clause 8-9.07;

h) to receive and study the reports prepared under subclause e) of clause 8-9.05 and to make the recommendations it deems appropriate.

The committee may call upon representatives of other categories of employment to take part in the discussions.

8-9.05

A committee composed of teachers and of the school administration shall be set up in each school. The committee's mandate shall be:

a) taking into account the criteria defined by the parity committee set up under clause 8-9.04, to identify the specialized and financial resources that it deems necessary for the following school year intended for students with special needs and as support for teachers;

b) for the following school year, to inform the parity committee, no later than April 1 or at another date that the board determines, of the resources prescribed in the preceding subclause;

c) to distribute the resources allocated to the school under clause 8-9.04 as well as the additional services to be determined during the year and to define the conditions of access to services including, where applicable, the possibility of setting up provisional support services before a decision is made under subclause a) of clause 8-9.07;

d) to periodically assess the effectiveness of the conditions facilitating access to the services in place;

e) to report to the parity committee on the allocation of resources agreed to under the preceding subclause c).

In carrying out its mandate, the committee shall take into account the recommendations formulated by the other categories of personnel in the school. Also, in the context of the application of subclauses a) and c), it shall take into account, where applicable, the school organization plan established under article 8-10.00. The committee may call upon a member of the professional or support staff working regularly with at-risk students or students with handicaps, social maladjustments or learning difficulties to take part in the discussions.

8-9.06

a) When a teacher detects, in his or her class, a student who, in his or her opinion, demonstrates particular problems, he or she shall report it to the school administration indicating the problem or problems encountered by the student and the interventions he or she carried out over a significant period of time in order to request support services or submit the case to the committee prescribed in clause 8-9.08, as the case may be.

Any request to have the case studied by the committee prescribed in clause 8-9.08 must be made in a written report and encompass the following information:

- identification of student;
- reason for request;
- description of problem;
- interventions carried out and duration, where applicable;
- support services requested.

In other cases, the request may be made using any other means determined by the board and the union.

b) A request for services may be made for any student with special needs. Support services requested must take into account the allocation of the available resources in the school as determined by the committee prescribed in clause 8-9.05.

c) A request to study the case may be made to determine whether the student satisfies one of the definitions prescribed in Appendix XXXI. The request to have a student identified as having behavioural difficulties shall be valid only after a period of at least 40 working days following the request for support services when the support services provided have not remedied the situation or no service was provided.

d) The support services put in place may consist of services intended either for the student, the teacher or both.

e) This clause applies to both regular groups and special classes.

8-9.07

a) The school administration shall inform the teacher of its decision concerning the request for services made under subclause b) of clause 8-9.06 within 10 working days of the request. The decision shall be made based on the allocation of resources determined by the committee prescribed in clause 8-9.05.

b) Support services shall be set up as soon as possible.

c) At the teacher's request, the school administration shall provide him or her with the reasons for its decision in writing.

d) The teacher may make comments, in writing, to the committee prescribed in clause 8-9.05 concerning the processing of his or her request for services. The committee shall take note and adopt any measure it deems appropriate.

8-9.08

a) Within 15 working days of receiving the teacher's report under subclause c) of clause 8-9.06, the principal shall set up an ad hoc committee to ensure that the case is studied and 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 parents to attend committee meetings. However, the fact that the parents do not attend a meeting shall neither impede nor prevent the committee from carrying out its work. Specifically, the committee's mandate shall be:

   i) to study each case submitted and, where applicable, make recommendations to the teacher on other intervention measures to be carried out immediately;

   ii) to request, if the committee deems it necessary, pertinent evaluations from the competent personnel;

   iii) to obtain, as soon as possible, the evaluations prescribed in subparagraph ii), if need be;

   iv) to make recommendations to the principal on the services to be set up under clauses 8-9.04 and 8-9.05 and, where applicable, on the possibility of identifying the student according to one of the definitions prescribed in Appendix XXXI;

   v) to assist the principal in establishing an individualized education plan by making appropriate recommendations;

   vi) to oversee the implementation of the measures adopted concerning the individualized education plan, its follow-up and periodic evaluation.

b) The principal shall decide whether to act upon or reject the recommendations made under subparagraph iv) of subclause a), within 15 working days of receiving the recommendations, barring exceptional circumstances.

c) If the principal decides to adopt measures based on the recommendations made under subparagraph iv) of subclause a), the measures shall come into effect, whenever possible, within 15 working days of the decision.

d) If the principal decides to reject the recommendations made under subparagraph iv) of subclause a), he or she shall state the reasons to the members of the committee prescribed in that subclause, within 15 working days of his or her decision.

e) The ad hoc committee may, at any time, use additional resources and, if it deems it necessary, meet with the student.

8-9.09

a) Students with special needs may be integrated totally or partially into regular groups or grouped together in special classes according to the policy in effect at the board.

b) When students with special needs are integrated into regular groups or grouped together in special classes, the principal shall give the teacher concerned information on the students, provided that the information is available and that the giving of the information is in the student's interest.

The preceding paragraph applies subject to the respect for persons and for the code of ethics.

c) For the purposes of applying the rules governing the formation of student groups, when students with behavioural difficulties are placed in regular groups, they shall be considered as belonging to the student group into which they are integrated. In this case, the board shall maintain, where applicable, the support services already in place under clause 8-9.07 and shall weight the students in accordance with Appendix XIX.

d) i) For the purposes of applying the rules governing the formation of student groups, students with handicaps other than students with pervasive developmental disorders, psychopathological disorders or learning difficulties who are placed in regular groups shall be considered as belonging to the student group into which they are integrated.

ii) In the case of handicapped students other than students with pervasive developmental disorders or psychopathological disorders, the board shall provide support services to the teacher or, failing this, weight the students in accordance with Appendix XIX; however, the policy may prescribe support services and weighting.

iii) In the case where students with severe behavioural difficulties are placed in regular groups, the board shall provide support services to the teacher and students who were not weighted under subclause e) of clause 8-4.01 shall be weighted under Appendix XIX.

iv) In the case of students with learning difficulties, if no support service was available during the year, the board shall weight the students in accordance with Appendix XIX.

e) Subclauses c) and d) do not apply to students enrolled in a temporary individualized path for learning.

f) A student identified as being handicapped or as having severe behavioural difficulties shall continue to be identified as such until such time as the committee prescribed in clause 8-9.08 has had the opportunity to give its view on the reappraisal of his or her placement.

g) On the date on which the entente comes into force, totally or partially integrated students with handicaps or with severe behavioural difficulties shall continue to be integrated until such time as the committee prescribed in clause 8-9.08 has had the opportunity to give its view on the reappraisal of their placement.

8-9.10

On the date on which the entente comes into force, students considered at risk under the 2010-2015 entente so remain and are entitled to services without the teacher having to make a request in accordance with subclause b) of clause 8-9.06 during the first complete school year following the signing of the entente. During that school year, each case must be studied in order to determine whether the services are still required and, in the case of students identified as at risk with behavioural difficulties, whether these students will be identified or not as students with behavioural difficulties under Appendix XXXI. In the latter case, the members of the committee prescribed in clause 8-9.08 must participate in the case study.

8-9.11

This article cannot be the subject of a grievance filed under Chapter 9-0.00. However, the union may, if it believes that the procedure prescribed in this article was not followed, file a grievance to that effect. The union may also file a grievance on the application of the last sentence of subclause c) or subparagraphs ii), iii) and iv) of subclause d) of clause 8-9.09.

8-9.12

The board and the union may agree on an internal process for resolving the difficulties that may arise at the school-level committee. At any time and even in the absence of such a mechanism, a decision at the school level must be made without delay.

8-9.13

The composition and operating procedures of the committees prescribed in clauses 8-9.04 and 8-9.05 shall be determined under Chapter 4-0.00.

8-10.00 SCHOOL ORGANIZATION PLAN

8-10.01

In order to better meet the specific needs of the school, the teachers and the school administration shall draw up an organization plan for the following school year and the principal shall submit it to the board and the union for verification.

The school organization plan includes, in particular, projects designed for all or some of the teachers of the school, such as those, among others, of the same grade or cycle or multiple grades.

8-10.02

For the purposes of implementing the organization plan prescribed in clause 8-10.01, the teachers and the school administration may modify or replace all or some of the provisions of the clauses and articles mentioned below and, where applicable, the appendices to which they refer:

- article 8-4.00;
- clause 8-6.02 (while respecting the terms and conditions prescribed in clause 8-6.01);
- article 8-7.00, except for clause 8-7.07;
- use of amounts determined under subclause g) of clause 8-4.01[1] and subclause e) of clause 8-7.02;
- progressive entry of preschool students over three days (Appendix XXXIII).

The board and the union may agree on local arrangements and on locally negotiated clauses that can be modified or replaced for the purposes of developing a school organization plan.

8-10.03

The maximums prescribed in subclause a) of clause 8-7.02 may, under no circumstances, be exceeded without the consent of all the teachers concerned.

8-10.04

Changes agreed to under clause 8-10.02 cannot have the effect of increasing or decreasing the amounts determined under subclause g) of clause 8-4.01 and subclause e) of clause 8-7.02.

These amounts must be part of the agreement concluded under clause 8-10.02.

8-10.05

Changes agreed to under clause 8-10.02 cannot have the effect of increasing or decreasing the number of teachers assigned to the school according to the rules prescribed in the collective agreement.

8-10.06

Changes agreed to under clause 8-10.02 cease to apply on June 30 of the school year to which the agreed changes applied.

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[1] For a given year, the schools that decide to adhere to Appendix XX must do so no later than September 30 of the school year concerned.

8-10.07

The articles and clauses of Chapter 8-0.00 of the entente prevail over any other agreement concluded under this article for the purposes of determining any excess or surplus of personnel as provided for in article 5-3.00 of the entente.

8-10.08

In applying this article, the board and the union shall determine whether the school organization plan complies with the terms and conditions stated above. If the board and union determine non-compliance, the reasons therefor shall be specified in writing and the school organization plan must be modified accordingly.

8-10.09

The modification or replacement of the provisions or articles prescribed in clause 8-10.02 must be approved by 75% of the teachers directly involved in the project and present when the school organization plan is adopted.

8-11.00 SUPPORTING TEACHERS

8-11.01

Supporting teachers appointed by a board shall be under the responsibility of the principal.

8-11.02

The position of supporting teacher consists of two components, namely, the function of teacher and the function of supporting teacher. A supporting teacher shall work with regular groups.

8-11.03

As regards his or her teaching function, the supporting teacher must carry out his or her general duties prescribed in article 8-2.00 and notably the characteristic responsibilities specified therein.

8-11.04

As regards the function of supporting teacher, the teacher must carry out the following duties and responsibilities.

As regards students with special needs, a supporting teacher shall:

- provide personalized support, particularly for students entering the secondary level with a one-year delay;

- assist students with special needs, particularly those with behavioural difficulties;
- provide support (encadrement); in this context, he or she shall provide support to the student with special needs in order to resolve his or her difficulties;
- ensure academic follow-up and shall support secondary-level students in the various facets of school life.

As regards teachers in the school, a supporting teacher shall:

- work with the teacher whose students have special needs;
- accompany new teachers or teachers needing support with their duties, such as classroom management, creation of adapted material, adaptation of teaching methods, prevention and early intervention.

Other duties

- Carry out any other duty, compatible with article 8-2.00, that may be assigned to him or her to help students and teachers.

8-11.05

A supporting teacher must be released from a portion of his or her teaching function to be able to better perform his or her function as a supporting teacher. It is incumbent on the board to determine the portion for each teacher.

8-11.06

The appointment of a teacher as a supporting teacher shall end automatically and without notice on June 30.

8-12.00 DISTRIBUTION OF DUTIES AND RESPONSIBILITIES AMONG THE TEACHERS OF A SCHOOL

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).

8-13.00 DEPARTMENT HEAD

8-13.01

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 be valid only to the extent that this article is fully respected.

8-13.02

The position of department head consists of two components, namely, the teaching function and the actual function of department head.

8-13.03

As regards the actual function of department head, the department head must perform the following duties and responsibilities:

a) assume the coordination and animation of teaching or student activities or both;

b) act as coordinator or animator for teachers in his or her group. He or she may encourage teachers to develop and define together, in keeping with the policies and programs in effect, teaching content, methods and techniques as well as measurement and evaluation methods designed to promote student learning or take the necessary measures to foster the participation of teachers in his or her group in the organization, supervision and animation of student activities or both;

c) assist, in particular, a teacher on probation in his or her group and participate in his or her evaluation;

d) upon his or her immediate superior's request, collaborate in determining needs in instructional materials and other materials for his or her group and monitor use;

e) advise and inform his or her superior of pedagogical action.

8-13.04

Each department head must be released from a portion of his or her teaching function to be able to better carry out the function of department head. The release time must be devoted exclusively to the function of department head. It shall be the board's or the school administration's responsibility to determine that portion of the workload for each department head. However, the partial release time may not exceed 50% of a full-time teacher's workload.

The partial release of a department head who is appointed at the elementary level cannot have the effect of increasing the workload of other teachers in the school.

8-13.05

The appointment of a teacher as department head shall terminate automatically and without notice on June 30.

CHAPTER 9-0.00 GRIEVANCES AND ARBITRATION

9-1.00 PROCEDURE FOR SETTLING GRIEVANCES AND ARBITRATION (FOR MATTERS NOT NEGOTIATED SOLELY AT THE LOCAL LEVEL)

9-1.01

a) Any grievance submitted to arbitration under the 2010-2015 agreement which had not been or was not referred to an arbitration tribunal or a single arbitrator on the date on which this entente comes into force shall be referred to an arbitrator or an arbitrator assisted by assessors in accordance with this chapter.

b) Any arbitrator appointed under this clause is deemed competent to act as arbitrator who shall decide, in conformity with a former agreement, on any legal grievance arising from the provisions of that agreement; this shall not remove from the jurisdiction of other single arbitrators or chairpersons of an arbitration tribunal any grievance referred to them by the first chairperson before the date of the coming into force of this entente.

c) Any grievance which legally arose before the expiry of the 2010-2015 agreement and which was submitted to arbitration within the time limits prescribed in the applicable agreement is deemed to have been validly submitted to arbitration. To that end, the board, the CPNCA and the Ministère shall not raise the objection of nonarbitrability on the grounds of the nonexistence of working conditions after the expiry of the applicable agreement.

9-1.02

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 school administration 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 school administration.

9-1.03

The board and the union agree to comply with the following procedure in order to settle, as quickly as possible, every grievance which may arise during the term of this entente.

9-1.04

The union shall notify the board in writing that a grievance has arisen. The notice of grievance must be forwarded to the board within 40 workdays of the event that gave rise to the grievance by registered or certified mail, fax, delivered by hand or served by bailiff. The notice of grievance must state, without prejudice, the main facts which gave rise to the grievance and, for information purposes, the articles or clauses involved and the corrective measure required.

9-1.05

The union must also forward a copy of the notice of grievance to QPAT and QESBA specifying the date of the 21st workday following the date of the notice of grievance.

9-1.06

Within 20 workdays of the mailing, delivery, transmission by fax or serving of the notice of grievance, as the case may be, the union representative, accompanied by the plaintiff if the latter so desires, shall meet with the authority designated by the board to attempt with the latter to find a solution.

9-1.07

If the parties do not find a solution within the time limit prescribed in clause 9-1.06, the grievance shall be considered as submitted to arbitration on the date indicated in clause 9-1.05.

9-1.08

The union and the board may agree in writing to extend the time limit prescribed in clause 9-1.05. In this case, the parties must inform QPAT and QESBA of the new date for the purposes of applying clause 9-1.07.

The date on the post office receipt for documents forwarded by registered or certified mail or the fax confirmation constitutes prima facie proof in calculating the time limits prescribed in this article.

9-1.09

No teacher shall be subjected to intimidation, reprisals or discrimination because he or she is involved in a grievance.

9-1.10

Should QPAT and QESBA not receive a notice pursuant to the first paragraph of clause 9-1.08, the notice of grievance shall be registered as a notice of arbitration on the date prescribed in clause 9-1.05.

Ten days before the date scheduled for the first arbitration session, the lawyers representing the parties shall forward to the arbitrator appointed under clause 9-1.11 and shall exchange among themselves a concise statement of the questions of fact or law in dispute. The statement must also specify the list of witnesses to be heard and the subject of their testimony, the nature of the preliminary objections that the party intends to raise, the proposed admissions, including those designed to reduce the number of witnesses as well as the authorities to which the party intends to refer.

The fact that a party fails to forward its statement to the arbitrator and to the other party shall not prevent the first arbitration session from being held.

9-1.11

a) For the term of this entente, every grievance submitted to arbitration shall be decided upon by an arbitrator to whom the grievance is referred by QPAT and QESBA.

However, in the case of a grievance dealing with Appendix X, the arbitrator and the assessors shall be members of the Revision Committee prescribed in clause 6-1.14, the chairman of which shall act as arbitrator.

b) For the term of this entente, the chief arbitrator is Jean-Guy Ménard and the other arbitrators are:

Jean Barrette	Diane Fortier	Denis Nadeau
René Beaupré	Francine Lamy	Michel G. Picher
Serge Brault	André G. Lavoie	Jean-René Ranger
Robert Choquette	Joëlle L'Heureux	Yves St-André
André Dubois	Claude Martin	Andrée St-Georges
Guy Dufort	Nathalie Massicotte	Lyse Tousignant
Nathalie Faucher	Nancy Ménard-Cheng	Louise Viau
Maureen Flynn		

or any other person appointed by QPAT or QESBA.

9-1.12

A grievance shall be referred to a single arbitrator. However, a grievance concerning a suspension of more than three days or any action taken by the board under Section B of article 5-1.00, articles 5-7.00, 5-8.00, 5-9.00, 5-21.00, 8-2.00 to 8-12.00, 11-2.00, 11-14.00, 13-3.00 and 13-15.00, except for clauses 13-15.12 and 13-15.13 shall be referred to an arbitrator appointed under clause 9-1.11 assisted by an assessor appointed by QPAT and an assessor appointed by QESBA, unless the union and the board agree otherwise. The union and the board may also agree on other matters to be referred to an arbitrator assisted by assessors.

Every assessor thus appointed is deemed competent to sit, whatever his or her past or present activities, interest in the dispute or function in the union, the board or elsewhere.

9-1.13

As of his or her appointment, every arbitrator shall take an oath or shall pledge on his or her honour for the term of this entente to render his or her decisions in conformity with the law, the provisions of the agreement and on the basis of evidence obtained at the inquiry and according to equity and good conscience. Where applicable, at the beginning of each arbitration, the arbitrator shall receive the oaths or pledges on their honour from the assessors appointed to assist the arbitrator to render their decisions in conformity with the law, the provisions of the agreement and on the basis of evidence obtained at the inquiry and according to equity and good conscience.

9-1.14

Once the notice of arbitration mentioned in clause 9-1.10 has been registered, an acknowledgement of receipt shall be sent immediately to the union and the board. A copy of the acknowledgement along with the notice of arbitration shall be sent without delay to the Ministère and the CPNCA.

9-1.15

QPAT and QESBA shall:

a) prepare the monthly arbitration roll;

b) appoint an arbitrator from the list mentioned in clause 9-1.11;

c) set the time, date and place of the first arbitration session which will take place between 10 and 26 days from the date on which the notice of arbitration is registered.

They shall notify the arbitrator, the parties concerned, the Ministère, the CPNCA and, where applicable, the assessors.

They shall forward a copy of the grievance to the arbitrator after his or her appointment.

9-1.16

Where applicable, QPAT and QESBA shall inform the arbitrator of the name of an assessor of their choice for each arbitration on the monthly roll within five days from the date on which the notice of arbitration is registered.

9-1.17

After the first session, the arbitrator shall set the time, date and place of the subsequent arbitration sessions and shall so inform QPAT and QESBA, which shall notify, in writing, the parties concerned, the Ministère, the CPNCA and, where applicable, the assessors. He or she shall also set the time, date and place of the deliberation sessions and shall so inform the assessors in writing.

If the first session is not held on the date prescribed, the arbitrator shall set the time, date and place and shall inform QPAT and QESBA, which shall inform the parties concerned, the Ministère, the CPNCA and, where applicable, the assessors.

9-1.18

Any vacancy in the position of arbitrator or assessor shall be filled according to the procedure established for the original appointment.

9-1.19

If an assessor is not designated in accordance with the original appointment procedure or if the position of assessor is not filled before the date set for the hearing, the arbitrator shall appoint him or her, ex officio, on the day of the hearing.

9-1.20

The arbitrator shall proceed with diligence in the investigation of the grievance according to the procedure and evidence that he or she deems appropriate.

9-1.21

At any time before the arbitrator files the decision in accordance with clause 9-1.24 if it involves an arbitrator acting alone or, where applicable, before the first deliberation session if it involves an arbitrator assisted by assessors, QPAT, the CPNCA, the QESBA and the Ministère may individually or collectively intervene and make any recommendation that they deem appropriate or pertinent to the arbitrator or, where applicable, to the arbitrator assisted by assessors.

However, if one of the aforementioned parties wishes to intervene, it must inform the other parties of its intention and of the object of its intervention.

9-1.22

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.

9-1.23

The arbitrator may deliberate in the absence of an assessor, if need be, provided he or she has given the assessor at least seven days' notice in accordance with clause 9-1.17.

9-1.24

The arbitrator must render his or her decision within 20 days from the date of the end of the hearing. The arbitrator who does not render his or her decision in the time limit prescribed shall not be assigned any further cases involving QPAT or QESBA. However, a decision shall not be null and void simply because it is rendered after the time limit.

9-1.25

a) The decision shall state the reasons therefor 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 with QPAT and QESBA and, where applicable, shall also send a copy to the two assessors.

d) QPAT and QESBA, under the responsibility of the arbitrator concerned, shall forward a copy of the decision to the parties involved, the records office of the education sector, the Ministère and the CPNCA and shall file two certified copies in accordance with section 89 of the Labour Code (CQLR, chapter C-27).

9-1.26

At any time before the final decision, an arbitrator may render any interim or interlocutory decision that he or she deems fair and useful.

The decision shall be executory and shall bind the parties.

9-1.27

The arbitrator’s decision concerning a grievance may in no case have the effect of amending, repealing, subtracting from or adding to the provisions of the collective agreement.

9-1.28

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 fair for damages sustained by the teacher because of the board's error in interpreting or applying the agreement.

In exceptional cases, this clause applies to the nonreengagement for reasons of surplus of a regular teacher who is unable to contest the reasons for his or her nonreengagement because he or she did not complete the periods of employment required for this purpose under article 5-8.00, provided that the procedure prescribed in article 5-8.00 has been followed totally by the said teacher and that the only reason given by the board for its decision to nonreengage him or her is the surplus of personnel.

9-1.29

a) The administrative practices required to carry out the joint responsibilities ensuing from the application of article 9-1.00 are the object of an agreement between QPAT and QESBA.

b) An arbitrator's fees and expenses shall be paid by the losing party. However, an arbitrator's fees and expenses shall be paid by the Ministère in the case of a grievance dealing with action taken under article 5-7.00.

If the grievance is partially upheld, the arbitrator shall determine the proportion of the costs to be paid by each party.

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 submits a request for the deferral of a hearing less than 30 days before the hearing date shall pay the arbitrator $400. In the case of a joint deferral request, the amount shall be shared equally by 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 hearings shall be held in rooms provided free of charge by the board, the union, the CPNCA or QPAT.

e) The costs of the records office shall be borne by the Ministère.

9-1.30

The remuneration and expenses of the assessors shall be paid by the party they represent.

A witness shall be reimbursed for his or her travel and accommodation expenses by the party which summoned him or her or which proposed the summons.

9-1.31

If one of the parties requires the services of an official stenographer, the fees and expenses shall be borne by the party which required them.

If the official stenographer's notes are transcribed, a copy shall be forwarded free of charge by the stenographer to the arbitrator, where applicable, before the beginning of the deliberations at the expense of the party which required them.

If the other party wishes to obtain a copy of the transcribed stenographic notes, the said party shall share the total fees and expenses of the stenography in equal parts with the party that required them, unless the parties agree otherwise.

9-1.32

The arbitrator shall convey or otherwise serve any order, document or procedure issued by him or her or by the parties involved.

9-1.33

Upon a party's request, the arbitrator may summon a witness in accordance with the Labour Code (CQLR, chapter C-27).

9-1.34

In the case where a grievance dealing with a matter that is the subject of clauses negotiated and agreed at the local or regional level and a matter prescribed in this entente, article 9-1.00, and not article 9-2.00, applies.

9-2.00 GRIEVANCES AND ARBITRATION (FOR MATTERS NEGOTIATED SOLELY 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).

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 of the agreement in its entirety.

10-2.00 INTERPRETATION OF TEXTS

10-2.01

The French text is the only official text of the agreement.

10-2.02

The QESBA and the Ministère shall provide QPAT with an English version of the entente.

10-2.03

All the clauses of the entente marked "Protocol" are included in the entente for the sole purpose of indicating to the board and to the union:

a) the objectives of the QESBA, the Ministère and QPAT in negotiating and concluding agreements on the provisions of the collective agreements in the education sector;

and

b) the agreements concluded between the QESBA, the Ministère and QPAT concerning specific matters.

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 entente.

10-2.04

The appendices are an integral part of the agreement, except for Appendices VII, XI, XII, XIV, XXIII, XXIV, XXVII, XXVIII, XXXI, XXXIV, XXXV, XXXVI, XXXVIII and XXXIX.

In the case of Appendix XXII, only paragraphs 1 and 4 are an integral part of the agreement.

In the event of a grievance concerning Appendix XVIII or XIX, only the calculation prescribed therein may be the subject of arbitration.

10-2.05 (Protocol)

For the purposes of drafting the entente, the parties agree to use the masculine and feminine genders in all designations of persons. For this purpose, they formulated the writing rules found in Appendix XXXV (French text only).

These rules shall not have the effect of modifying the rights and benefits that would have been applicable had the text been written using the masculine gender and, unless the context dictates otherwise, may not have the effect of granting different rights or benefits to men or to women.

10-2.06 (Protocol)

The changes made to the agreement to introduce the status of "replacement teacher" shall not have the effect of modifying the rights and benefits that teachers had as part-time teachers, prior to the changes, or the meaning of the provisions concerned.

In the case of inconsistency of a modified provision, the agreement signed on April 6, 2011 prevails.

10-3.00 COMING INTO FORCE OF THE ENTENTE

10-3.01

The entente comes into force on the date it is signed.

10-3.02

The entente shall expire on March 31, 2020.

10-3.03

Notwithstanding clause 10-3.01, the provisions mentioned hereafter apply in the following manner:

- The following provisions of the entente or any amendment thereto apply as of the 2016-2017 school year:

    - clause 5-1.02;
    - subclause h) of clause 5-10.26;
    - clause 5-14.02;
    - clause 6-2.02;
    - clause 8-6.02;
    - clause 11-8.07;
    - clause 11-14.04;
    - clause 13-15.07;
    - Appendix XXII.

As regards the provisions mentioned in this subparagraph, the corresponding provisions of the 2010-2015 entente continue to apply, where applicable, to any period prior to the 2016-2017 school year.

- The changes to Appendix XXIII of the entente apply as of the 2017-2018 school year.

  The corresponding provision of the 2010-2015 entente continues to apply, where applicable, to any period prior to the 2017-2018 school year.

- Article 5-13.00 shall come into effect as of the date on which the entente is signed. However, the working conditions dealing with parental rights in force on that date continue to apply to the teacher who, on that date, receives benefits under the parental rights plan prescribed in the 2010-2015 agreement.

- In the case where an obligation imposed on one of the parties must be carried out within a specified time limit from the date on which the entente is signed or comes into force, the date on which this entente is signed shall be the date on which the start of the time limit is computed.

10-3.04

Unless expressly stipulated to the contrary, the entente replaces all the provisions of the former agreement with the exception of those negotiated and agreed upon 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).

10-3.05

Unless otherwise expressly stipulated, the entente must in no case permit the accumulation of benefits prescribed herein with those of the agreement that it replaces. However, the time limits prescribed in the former agreement applicable to disciplinary measures, dismissal procedures or grievance procedures begun before the coming into force of the entente continue to apply to such disciplinary measure, dismissal or grievance.

10-3.06

The working conditions applicable under the entente continue to apply until the coming into force of new provisions negotiated and agreed upon at the provincial level.

10-4.00 REPRISALS, DISCRIMINATION AND PSYCHOLOGICAL HARASSMENT IN THE WORKPLACE

10-4.01

This article applies to teachers-by-the-lesson and to casual supply teachers.

10-4.02

No board representative, union delegate or union representative shall be subjected to any sort of reprisal or discrimination during or following the carrying out of his or her duties.

10-4.03

The board and the union recognize everyone's 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 and the union expressly agree to respect, in their actions, attitudes and decisions, the practice, 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.

10-4.04

No reprisal, threat or constraint shall be made against anyone whomsoever as a result of the exercise of a right granted to him or her under this agreement or by law.

10-4.05

a) Psychological harassment in the workplace means any vexatious behaviour in the form of repeated, hostile and unwanted conduct, verbal comments, actions or gestures that affects a teacher's dignity or psychological or physical integrity and that results in a harmful workplace for the teacher.

   A single serious incident of such behaviour that has a lasting and harmful effect on a teacher also constitutes psychological harassment.

b) Every teacher is entitled to a working environment free of psychological harassment. The board shall make every reasonable effort to prevent harassment and to put an end to any such behaviour brought to its attention.

c) A teacher who believes that he or she has been subjected to psychological harassment must meet with a board representative to try to find a solution by applying, where appropriate, the process or measures prescribed in the board policy.

d) The teacher or the union, with the consent of the teacher, may file a grievance according to the procedure prescribed in Chapter 9-0.00. The grievance shall be given priority.

e) Any complaint of psychological harassment that is submitted to arbitration must be filed within 90 days[1] after the most recent manifestation of such behaviour. The union and the board may agree to extend the time limit.

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[1] Read 40 school days if they cover more than 90 calendar days.

10-5.00 EMPLOYEE ASSISTANCE PROGRAM

10-5.01

The employee assistance program shall contain mechanisms to guarantee confidentiality and to ensure that participation is on a voluntary basis.

10-6.00 INTERDICTION

10-6.01

Strikes and lockouts shall be forbidden to every person as of the date of the coming into force of this entente and as long as the right to strike and lock out is not acquired in accordance with the Labour Code (CQLR, chapter C-27).

10-7.00 AVAILABILITY OF ENTENTE

10-7.01

The French and English versions of the entente shall be available and updated on the CPNCA Website at (http://www.cpn.gouv.qc.ca). The board shall ensure that teachers have, at their disposal, a computer in each school to allow them to access the electronic version of the entente.

10-8.00 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).

10-9.00 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).

10-10.00 AMENDMENTS

10-10.01

The CPNCA and QPAT must meet at the request of either party to discuss any issue relating to the teachers' working conditions and to adopt the appropriate solutions. Any solution agreed upon in writing by the CPNCA on the one hand, and QPAT on the other hand, may have the effect of subtracting from or amending a provision of this entente or of adding one or more other provisions to this entente. Where applicable, the electronic version of the agreement shall be modified accordingly.

10-10.02

The provisions of this article must not be interpreted as constituting a revision of this entente which could lead to a dispute as defined in the Labour Code (CQLR, chapter C-27).

10-11.00 LOCAL ARRANGEMENTS

10-11.01

The following provisions may be the subject of a local arrangement:

1) clause 1-1.09;
2) clause 1-1.19;
3) subclauses a) and b) of clause 5-1.02 for the purposes of determining time limits;
4) subclause c) and subparagraph iii) of subclause d) of clause 5-1.04;
5) clause 5-3.09;
6) subclause d) of clause 5-3.24;
7) subclauses i) and j) of clause 5-3.36;
8) clause 5-3.43;
9) article 5-5.00, except for clauses 5-5.02 and 5-5.03;
10) clause 5-14.02;
11) subclause c) of clause 8-4.01;
12) clauses 8-4.02, 8-4.03 and 8-4.04;
13) subclauses d) and e) of clause 8-4.06;
14) clause 8-5.01;
15) subclauses b), d) and e) of clause 8-6.02;
16) clause 8-7.03;
17) clause 8-7.06;
18) clause 8-8.03;
19) subclause a) of clause 8-9.06;
20) clauses 8-10.02 and 8-10.09;
21) subclauses i) and j) of clause 11-10.05;
22) subclauses i) and j) of clause 13-11.03;
23) clauses 13-11.11 and 13-11.12;
24) subparagraph v) of subclause b) of clause 13-12.02;
25) subclause a) of clause 13-15.05;
26) subclauses a) and f) of clause 13-15.07;
27) subclauses e) and h) of clause 13-15.09;
28) clause 13-15.10;
29) Appendix XXV.

10-11.02

If no local arrangement is concluded in accordance with clause 10-11.01, the provisions of the entente specified in clause 10-11.01 apply in their entirety.

10-11.03

The negotiation of a local arrangement shall not give rise to a dispute as defined in the Labour Code (CQLR, chapter C-27).

10-11.04

A local arrangement shall have no effect if it alters the meaning of a provision of this entente which is not likely to be a subject of a local arrangement.

10-11.05

A local arrangement shall be in effect until the date it is replaced or, at the latest, until the coming into force of the new provisions negotiated and agreed upon at the provincial level.

10-11.06

A local arrangement must be filed in accordance with section 72 of the Labour Code (CQLR, chapter C-27).

10-12.00 BUDGETARY RULES

10-12.01

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 inform it 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 May 31 of each year, the board shall forward to the union the information concerning the budgetary rules applicable to the board contained in the following documents:

   i) the budgetary rules for the following year;

   ii) the board's specific allocation parameters for the normalized basic allocations and the supplementary basic allocations;

   iii) the calculation of the subsidized cost per teacher, applicable to the board;

c) Once its budgetary forecasts for the following year have been approved, the board shall forward a copy thereof to the union.

10-13.00 2000-2003 AGREEMENT

10-13.01

The expression "2000-2003 agreement" refers to the 2000-2002 agreement and its extension to June 30, 2003.

10-14.00 RETROACTIVITY

10-14.01

This article applies to full-time teachers, part-time teachers, replacement teachers, teachers-by-the-lesson, hourly paid teachers and casual supply 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 6-4.02 and, if need be, any amount owing under the entente, namely:

- the benefits and allowances paid by the board under articles 5-10.00 and 5-13.00;
- the remuneration paid to a teacher-by-the-lesson under clause 6-6.02, a casual supply teacher under clause 6-6.03 and an hourly paid teacher under clause 11-1.03 or 13-2.03;
- the remuneration to be paid for substitution under clause 6-7.02;
- the annual supplement prescribed in article 6-5.00;
- the remuneration to be paid for excess periods paid under subclause e) of clause 8-7.02, clause 11-14.05 and subclause d) of clause 13-15.09;
- the annual isolation and remoteness premium prescribed in clause 12-2.01;
- the retention premium prescribed in clause 12-8.02;
- the additional remuneration to which a teacher is entitled as of the 141st workday of the 2014-2015 school year up to the 140th workday of the 2015-2016 school year as prescribed in subparagraph 1) of subclause B) of clause 6-4.03, subparagraph 1) of subclause e) of clause 6-6.02, subparagraph 1) of subclause h) of clause 6-6.03, subparagraph 1) of subclause d) of clause 11-1.03 and subparagraph 1) of subclause d) of clause 13-2.03.

Section I 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 entente

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 entente;

  and

- the salary and additional remuneration to which he or she was entitled during that same period.

Section II 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 entente

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 coming into force of the entente.[1]

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 entente

Forwarding of relevant information

10-14.05

Within 60 days of the coming into force of the entente, 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.

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[1] For the purposes of applying the 2015-2020 entente, the retroactive amounts owing shall be paid before September 30, 2016.

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 entente 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[2].

Section III 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.

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 6-8.00.

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.

10-15.00 TERMS AND CONDITIONS FOR REACHING CONSENSUS

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] Excluding the months of July and August

[2] For the purposes of applying the 2015-2020 entente, the retroactive amounts owing shall be paid before September 30, 2016.

CHAPTER 11-0.00 ADULT EDUCATION

11-1.00 HOURLY PAID TEACHERS

11-1.01

This article applies to hourly paid teachers employed directly by the board to teach adults within the framework of adult education courses under the jurisdiction of the board.

11-1.02

Only the clauses and articles which expressly refer to them as well as the following chapter, articles, clause and appendices apply to hourly paid teachers:

- Chapter 1-0.00;
- article 3-7.00;
- clause 8-1.03;
- articles 10-1.00 to 10-5.00;
- article 10-14.00;
- article 11-2.00;
- Appendices XVI, XXVI, XXXIV and XL.

11-1.03 Remuneration of hourly paid teachers

a) An hourly paid teacher shall be remunerated on the basis of the following hourly rates:

Periods concerned	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) The rate shall be for 50 to 60 minutes of teaching. The teacher whose periods are shorter than 50 minutes or longer than 60 minutes shall be paid as follows: the number of minutes of teaching divided by 50 and multiplied by the applicable rate.

c) Even though the rate is paid only for work performed, it includes payment for work performed and for the same paid legal holidays as those of regular teachers.

d) Additional remuneration

1) As of the 141st workday of the 2014-2015 school year up to the 140th workday of the 2015-2016 school year, an hourly paid teacher shall be entitled to additional remuneration of $0.68 for each hour paid.

2) As of the 141st workday of the 2018-2019 school year up to the 140th workday of the 2019-2020 school year, an hourly paid teacher shall be entitled to additional remuneration of $0.37 for each hour paid.

11-1.04

If the board decides to engage hourly paid teachers, it shall proceed according to article 11-2.00.

11-1.05

The board may assign other teaching hours to a teacher who already has a part-time or replacement teacher contract or who was engaged at an hourly rate, regardless of the provisions of clause 11-2.03, when it deems it is best for the teaching to be provided.

11-1.06

An hourly paid teacher is entitled to the procedure for settling grievances provided for in Chapter 9-0.00 with regard to articles 11-1.00 and 11-2.00 as well as the other articles or clauses in which specific reference is made to him or her.

11-2.00 RECALL LIST

Part I Applicable principles

11-2.01

The recall list may not contain the name of a person who has full-time employment.

11-2.02

The names of teachers shall be entered on the recall lists in order of the number of hours taught in the specialty.

11-2.03

When the board decides to engage an hourly paid teacher or must engage a part-time or replacement teacher, it shall offer the position to the teacher in accordance with clause 11-2.04.

A teacher must meet the requirements prescribed in clause 11-11.02.

Part II Provisions dealing with the recall list subject to the principles outlined in Part I

11-2.04

This part 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).

11-3.00 FULL-TIME, PART-TIME OR REPLACEMENT TEACHERS

11-3.01

Article 11-2.00 applies to part-time or replacement teachers employed directly by the board to teach adults within the framework of adult education courses under the jurisdiction of the board.

11-3.02

Articles 11-3.00 to 11-17.00 apply to regular teachers, full-time teachers, part-time teachers or replacement teachers employed directly by the board to teach adults within the framework of adult education courses under the jurisdiction of the board.

11-4.00 DEFINITIONS

11-4.01

Chapter 1-0.00 applies.

11-5.00 FIELD OF APPLICATION AND RECOGNITION

11-5.01

Clause 2-1.02, subclause c) of clause 2-1.03 and clauses 2-1.04 and 2-1.05 apply.

11-5.02

Articles 2-2.00 and 2-3.00 apply.

11-6.00 UNION PREROGATIVES

11-6.01

Chapter 3-0.00 applies.

11-7.00 METHODS, SUBJECTS AND PROCEDURES OF PARTICIPATION OF TEACHERS

11-7.01

Chapter 4-0.00 applies except for subparagraphs a), b), e), f) and h) of clause 4-1.01 and subparagraphs a), b) and d) of clause 4-1.02.

11-8.00 ENGAGEMENT

11-8.01

Engagement shall be the responsibility of the board.

The provisions of article 5-1.00, except for Section B, apply with any necessary modifications, provided that they apply to regular teachers, full-time teachers, part-time teachers or replacement teachers.

11-8.02

If the board decides to engage a part-time or replacement teacher, it shall proceed according to article 11-2.00 and this article.

11-8.03

The board shall offer a part-time or replacement teacher 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 already taught, provided that the number of hours exceeding the 240 hours in that school year be predetermined as equal to or greater than 25 hours.

When the board assigns additional teaching hours to a teacher who has a part-time or replacement teacher contract, the board shall add those teaching hours[1] to the number of teaching hours specified in the contract.

11-8.04

Clause 11-8.03 applies only to the teaching hours provided in general education in the context of courses funded by the Ministère or the "purchase of training" courses under the terms of the Agreement to Amend the Canada Quebec Labour Market Agreement in Principle.

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[1] In the case of replacement, the teaching hours shall be added only if they exceed 12 consecutive hours of absence of a full-time, part-time or replacement teacher.

Without modifying the scope of the preceding paragraph, clause 11-8.03 does not apply to "popular education courses".

11-8.05

If the titles "purchase of training" and "popular education course" mentioned in this article are modified without altering the meaning, the titles shall be automatically replaced in this article.

11-8.06

Notwithstanding clause 11-8.01, the board may reduce the duration of a part-time or replacement teacher contract or the number of hours specified in the contract to take into account a decline in student enrollment.

11-8.07 Number of regular positions

Every year, as of the 2016-2017 school year, the board shall determine, for each specialty, the number of recurring part-time contracts with a full-time workload (100%) during the last three years.

The number of regular teaching positions at the board is equal to 75% of the total number of regular teachers, including teachers on availability and teachers with a part-time contract as determined in the preceding paragraph. The board shall be responsible for determining the specialty in which the regular teaching positions shall be assigned.

The number of regular teaching positions may increase or decrease from one year to another.

When the board must fill one or more regular teaching positions for a school year after the exercise prescribed in the first two paragraphs of this clause has been completed, it shall do so no later than December 1.

11-9.00 SENIORITY

11-9.01

Article 5-2.00 applies except for clauses 5-2.05 and 5-2.07 which are replaced by the following provisions:

5-2.05

Seniority shall be calculated in the following manner:

a) 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.

b) For each school year during which a 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, a fraction of a year established according to the following formula shall be recognized for that period of employment: the number of working days included in that period, divided by 200.

c) For each school year during which a teacher had a part-time or replacement teacher contract, a fraction of a year proportional to his or her teaching load in relation to a full annual teaching load shall be recognized.

d) 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 adult education. 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.

e) For the teaching periods prescribed in subclauses c) and d) of clause 5-2.07, subclause d) applies, if applicable, to the teacher who has another contract following his or her engagement as an hourly paid teacher.

5-2.07

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

a) the teacher's resignation, except for 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 for 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, unless he or she is engaged by the board as an hourly paid teacher to provide at least 50 teaching periods, other than a replacement, in each of the school years since he or she was nonreengaged;

d) if more than 24 consecutive months have elapsed since the expiry of the contract of engagement of the part-time teacher, replacement teacher or teacher-by-the-lesson and his or her reengagement by the board, unless he or she is engaged by the board as an hourly paid teacher to provide at least 50 teaching periods, other than a replacement, in each of the school years since his or her contract expired. However, this provision shall have no retroactive effect prior to February 1, 2006.

11-10.00 SECURITY OF EMPLOYMENT

11-10.01

Clauses 11-10.02 to 11-10.08 apply to regular teachers only.

11-10.02

If the board must reduce its staff because of a surplus of personnel, it shall place on availability or nonreengage because of surplus, as the case may be, the teacher concerned for the following school year. The board must notify the teacher nonreengaged because of surplus or placed on availability before June 1 of the current school year. The nonreengagement or placement on availability shall be carried out according to the inverse order of seniority within the specialty taught in which a surplus exists. For the purposes of applying this clause, if two or more teachers have equal seniority, the teacher who has the least experience is considered as having the least seniority and, if they have equal experience, the teacher who has the least schooling is considered as having the least seniority. For the purposes of applying this clause, the board shall define the specialties.

11-10.03

As long as a teacher has not been assigned to an available position in his or her board or relocated to another school board, the board shall be responsible for using the services of the teacher on availability, including assigning him or her to the youth sector as well as to the vocational training sector.

11-10.04

Clause 5-3.03 applies. Clauses 5-3.24 to 5-3.35 and clauses 5-3.40 and 5-3.41 apply, it being specified that the recall of the teacher to his or her board or the obligation to accept an offer of employment in another school board applies to preschool, elementary and secondary education, adult education or vocational training.

11-10.05

The obligations of the board concerning the engagement of teachers on availability as defined in clauses 5-3.36 to 5-3.38 also apply to adult education teachers on availability.

However, subclause i) of clause 5-3.36 is replaced by the following:

i) the board shall engage, according to seniority, a teacher registered in the specialty concerned on the recall list prescribed in article 11-2.00 who has accumulated two years' seniority or more on the preceding June 30 and who, where applicable, meets the pertinent requirements that the board may set under the following subclause j).

The board shall not consider teachers referred to in the preceding paragraph who notified the board prior to June 1 of a given school 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 subclause.

Moreover, subclause j) of clause 5-3.36 is replaced by the following:

j) For the purposes of applying the preceding subclause i), the board that intends to fill a position may, after consulting the union, set requirements pertinent to that position.

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 on the recall list prescribed in article 11-2.00, the board must establish that its decision is well-founded.

The board and the union may modify or replace this subclause.

11-10.06

During the school year preceding an amalgamation, annexation or restructuring, the board cannot invoke "surplus of personnel" so as to nonreengage or place on availability, as the case may be, regular teachers, if the surplus of personnel results from such amalgamation, annexation or restructuring.

However, as of July 2 following the date of the amalgamation, annexation or restructuring, the new board, the annexing board or the restructured board may invoke "surplus of personnel" so as to nonreengage or place on availability, as the case may be, regular teachers.

11-10.07

The board cannot invoke "surplus of personnel" to nonreengage regular teachers or place them on availability, as the case may be, if the surplus of personnel results from a contract concluded with a profit-making enterprise.

However, before granting a contract defined in the preceding paragraph, the board must notify the union in writing that it has obtained authorization from the Minister to grant the contract, if need be.

11-10.08

Article 5-4.00 applies by making the necessary changes and clause 5-4.04 is modified by adding the following subclause e):

e) Notwithstanding the foregoing, the board may agree with the teacher who has been on availability for two years and for whom there is no likelihood that he or she will return to a full-time position during the following school year to end his or her employment and to pay him or her a single lump sum equal to 12 months' salary, which amount is non pensionable. The teacher must agree to not become an employee of another school board for a period of 12 months after the employment ties have been severed.

11-11.00 OTHER CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS

11-11.01

Articles 5-5.00 to 5-20.00 apply.

11-11.02

When the board deems it necessary to have particular requirements, they must be determined beforehand after consultation with the union. The requirements must be directly related to the student needs to be filled (hearing impairment, visual impairment, etc.), the nature of the subject to be taught or similar requirements requested by an outside organization in the context of the purchase of training or customized training.

11-11.03 Progressive retirement plan

Article 5-22.00 applies.

11-12.00 REMUNERATION

11-12.01

Article 6-1.00 applies.

11-12.02

Article 6-2.00 applies, it being specified that, for the purposes of determining the number of years of experience of a teacher who is engaged as a full-time teacher, for each school year taken separately, the quotient obtained by dividing by four the total number of 50- to 60-minute[1] periods devoted to adult education or vocational training or to a pedagogical function within the meaning of clause 11-14.02 or 13-15.02 shall determine the number of days of experience recognized for the school year in question. For the period during which the teacher did not have a contract as a full-time teacher in adult education or vocational training, clause 6-2.03 applies for the purposes of calculating the number of years of experience.

11-12.03

Articles 6-3.00 to 6-5.00 apply.

11-12.04

Clause 6-6.01 applies.

11-12.05

Part-time or replacement teachers are also entitled to a number of hours devoted to activities carried out during pedagogical days or parts of pedagogical days to be determined by the board. The number of hours[2] devoted to such activities shall be determined on the basis of the hours specified for the regular teacher proportional to the number of teaching hours specified in the part-time or replacement teacher's contract in relation to a full annual teaching load.

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 load.

11-12.06

Clauses 6-7.01, 6-7.03 and 6-7.04 as well as article 6-8.00 apply.

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[1] If the periods are longer than 60 minutes, the number of days of experience recognized for the school year concerned shall be obtained by dividing by 240 the total number of minutes devoted to adult education or vocational training or to a pedagogical function within the meaning of clause 11-14.02 or 13-15.02.

[2] If the number of hours thus obtained is not a whole number, the following formula applies: 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.

11-13.00 PROFESSIONAL IMPROVEMENT

11-13.01

Chapter 7-0.00 applies.

11-14.00 TEACHER'S WORKLOAD

11-14.01

Clause 8-1.02 applies.

General duties

11-14.02

It shall be the teacher's duty to provide learning and developmental activities to students. In this context, his or her main responsibilities are:

a) to prepare and present courses and lessons within the guidelines of the authorized programs;

b) to assist the adult in determining his or her educational profile in relation to his or her career plans and knowledge;

c) to assist the adult in choosing learning methods and in determining the time to be devoted to each program and to point out to him or her the difficulties which must be overcome in order to achieve each stage;

d) to follow the adult's progress and to ensure the validity of the student's learning process;

e) to supervise and evaluate experimental projects and workplace internships;

f) to prepare, administer and correct tests and examinations and to complete the reports inherent to that duty;

g) to ensure the support necessary for learning activities by participating in the following tasks: welcome and registration of adults, identification of problems that must be submitted to professionals in personal assistance, as well as the organization and supervision of sociocultural activities;

h) to monitor the late arrivals and absences of his or her students;

i) to participate in meetings related to his or her work;

j) to perform other duties usually assigned to teaching personnel.

11-14.03

A teacher's work year shall comprise 200 workdays distributed between July 1 and the following June 30.

The board shall distribute the days after consultation with the teacher or teachers subject to a particular distribution. However, a teacher shall be assured of a minimum period of four weeks' vacation usually between July 1 and August 30 of the same school year.

11-14.04

a) Subject to the other provisions of this clause, clauses 8-6.01, 8-6.02 (except for subparagraph i) of subclause g)) and 8-8.03 apply, with any necessary modifications.

The 27 hours may be considered as an average weekly time that may be exceeded during certain weeks and compensated by a reduction in time during other weeks. In this case, however, the time during which the teacher is present shall remain at 1 080 hours per year.

If the 27 hours are considered as an average weekly time, the five hours devoted to work of a personal nature prescribed in subparagraph ii) of subclause a) of clause 8-6.02 are also considered as an average weekly time that may be exceeded during certain weeks and compensated by a reduction in time during other weeks. However, the total time devoted to work of a personal nature shall remain at 200 hours per year.

In this case, the teacher shall determine the times devoted to work of a personal nature referred to in subparagraph ii) of subclause a) of clause 8-6.02 during those weeks during which the hours are exceeded or reduced. The teacher shall so inform the principal as soon as possible.

b) Subparagraph i) of subclause g) of clause 8-6.02 is replaced by the following:

i) the work must be carried during the opening hours of the centre at any time immediately following the teacher's schedule or during any part of the meal period prescribed in clause 8-8.03 exceeding 50 minutes.

If the teacher is unable to carry out all or part of the four hours due to the limited opening hours of the centre, the board and the union shall agree on terms and conditions other than those prescribed in this subparagraph.

11-14.05

The time devoted in the workweek to the presentation of courses and lessons within the guidelines of the programs authorized by the board as well as the time that the teacher devotes to pedagogical follow-up related to his or her specialty as required by the board shall be 20 hours per week or the equivalent. The 20 hours may be considered as the average weekly time that may be exceeded during certain weeks and compensated by a reduction in time during other weeks. In this case, however, the time to be devoted to the presentation of courses and lessons within the guidelines of the authorized programs as well as the time that the teacher devotes to pedagogical follow-up related to his or her specialty as required by the board shall remain at 800 hours[1] per year.

If the board exceeds, for a given teacher, the 800 hours mentioned in the preceding paragraph, the teacher is entitled, for each excess period of 50 to 60 minutes devoted to the presentation of courses and lessons or to pedagogical follow-up, to compensation equal to 1/1 000 of the annual salary.

11-14.06

Clauses 8-8.01 and 8-8.02 apply.

11-14.07 Provisions dealing with special needs students

a) Students concerned

Except for the application of subparagraph vi) of subclause c), 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) Prevention and early intervention

i) Prevention and early intervention are the concern of all intervenors and are essential for ensuring student success.

The parties also 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.

ii) In this context, the centre administration shall provide the teacher, upon request, with information on students with special needs, which information shall be obtained by allowing teachers access to student records. The information shall be provided if it is available and is in the student's interest, the foregoing subject to the respect of persons and the code of ethics.

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[1] Including the 24 hours devoted to pedagogical days or parts of pedagogical days to be determined by the board. Only the first four hours of a pedagogical day shall be taken from the bank of 24 hours.

iii) The parties also recognize that the teacher is the first intervenor with students and, as such, must record and share with other intervenors information and observations on students, especially concerning those actions he or she has already taken.

c) Service approach

i) Services that may be offered must be in keeping with the resources available to the centre and determined by the board.

ii) The committee referred to in clause 8-9.05 may make recommendations to the board on the distribution of the resources available to the centre.

iii) 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.

iv) 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.

v) The teacher concerned may avail himself or herself of the mechanism agreed to under clause 8-9.12.

vi) 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.

11-14.08 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 be valid only to the extent that this clause is fully respected.

b) The position of department head consists of two components, namely, the teaching function and the actual function of department head.

c) As regards the actual function of department head, the department head must perform the following duties and responsibilities:

i) assume the coordination and animation of teaching activities;

ii) act as coordinator or animator for teachers in his or her group. He or she may encourage teachers to develop and define together, in keeping with the policies and programs in effect, teaching content, methods and techniques as well as measurement and evaluation methods necessary to foster student learning;

iii) work with other teachers and professionals to take the necessary measures to better meet the individual needs of students;

iv) assist, in particular, a teacher on probation in his or her group and participate in his or her evaluation;

v) upon his or her immediate superior's request, collaborate in determining needs in instructional materials and other materials for his or her group and monitor use.

d) The department head must be released from a portion of his or her teaching function to be able to better carry out the function of department head. The release time must be devoted exclusively to the function of department head. It shall be the board's responsibility, after consulting the union, to determine this portion for each department head; however, the partial release time 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 concerned, except for an appointment of less than one year.

11-15.00 GRIEVANCES AND ARBITRATION

11-15.01

Chapter 9-0.00 applies.

11-16.00 GENERAL PROVISIONS

11-16.01

Chapter 10-0.00 applies.

11-16.02

For the purposes of applying this chapter, unless the context indicates otherwise, whenever a clause or an article in this chapter refers to a clause or an article that contains the term "school", it shall be replaced by the term "centre".

11-17.00 REGIONAL DISPARITIES

11-17.01

Chapter 12-0.00 applies.

CHAPTER 12-0.00 REGIONAL DISPARITIES

12-1.00 DEFINITIONS

For the purposes of this chapter, the following terms mean:

12-1.01 Dependent

The spouse and dependent child as defined in clause 5-10.02 and any other dependent as defined in the Taxation Act (CQLR, chapter I-3) provided that the latter reside with the teacher. However, for the purposes of this chapter, the employment income earned by the teacher's spouse shall not nullify the latter's status as a dependent.

The fact that a child attends a secondary school declared to be of public interest and located elsewhere than in the teacher's place of residence shall not nullify his or her status as a dependent if no public secondary school is accessible where the teacher lives.

Moreover, the fact that a child attends a preschool or elementary school declared to be of public interest and located elsewhere than in the teacher’s place of residence shall not nullify his or her status as a dependent if no preschool or elementary school declared to be of public interest, as the case may be, is accessible in the child’s language of instruction (French or English) in the locality where the teacher lives.

In addition, a child up to the age of 25 is considered as having the status of dependent child, provided he or she meets the following three conditions:

- the child attends, on a full-time basis, a post-secondary institution recognized of public interest elsewhere than in the place of residence of the teacher working in a locality situated in sectors III, IV and V, excluding Parent, Sanmaur and Clova, or working in the locality of Fermont;

- the child had dependent status in accordance with the aforementioned definition of dependent;

- the teacher provided supporting documents to prove that the child is pursuing, on a full-time basis, a post-secondary education program, namely, proof of registration at the beginning of the session and proof of attendance at the end of the session.

Recognition of dependent status as defined in the preceding paragraph enables a teacher to retain his or her isolation and remoteness premium and a dependent child to benefit from outings.

However, transportation costs allocated to a dependent child under other programs shall be deducted from the benefits related to outings granted to a dependent child.

The provisions of the fourth paragraph do not apply to food transportation and housing.

12-1.02 Point of departure

Domicile upon engagement, in the legal sense of the word, insofar as the domicile is located in Québec. The said point of departure may be modified by an agreement between the board and the teacher, provided that it is located in Québec.

The fact that a teacher already covered by this chapter changes board shall not have the effect of modifying his or her point of departure.

12-1.03

Sector I

- Chapais and Chibougamau
- Témiscaming
- Matagami

Sector II

- Îles-de-la-Madeleine
- Fermont

Sector III

- Territory situated north of the 51° of latitude including Kawawachikamach and Schefferville except for the locality of Fermont.

12-2.00 RATES OF PREMIUMS[1]

12-2.01

A teacher working in one of the sectors mentioned in clause 12-1.03 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)	**Secteur I**	$8 119	$8 241	$8 385	$8 553	$8 724
	Secteur II	$10 041	$10 192	$10 370	$10 577	$10 789
	Secteur III	$12 633	$12 822	$13 046	$13 307	$13 573
No dependents	**Secteur I**	$5 676	$5 761	$5 862	$5 979	$6 099
	Secteur II	$6 692	$6 792	$6 911	$7 049	$7 190
	Secteur III	$7 897	$8 015	$8 155	$8 318	$8 484

12-2.02

The amount of the isolation and remoteness premium for each of the sectors mentioned in clause 12-1.03 to which a part-time teacher, a replacement teacher or a teacher-by-the-lesson is entitled shall be in proportion to the workload that he or she assumes in relation 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 in one of the sectors mentioned in clause 12-1.03 in relation to a period of reference established at 200 workdays.

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1 Subclause A) of clause 6-4.03 applies with any necessary modifications.

2 Transitional provision prescribed in article 8 of Section 2 of Appendix XL

12-2.04

A teacher on maternity, paternity or 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 teachers 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 is entitled to the premium 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 for sick leave, maternity leave, paternity leave, adoption leave or leave due to a work accident or occupational disease.

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 mentioned in clause 12-1.03:

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:

   i) 228 kilograms for each adult or each child 12 years old or over;

   ii) 137 kilograms for each child under 12 years old;

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 motor vehicle, if need be, on land, by boat or by train;

e) the cost of storing his or her furniture, if need be.

12-3.02

A teacher shall not 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 union and the board agree otherwise.

12-3.03

If a teacher eligible for the provisions of subclauses 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

The expenses shall be payable provided that the teacher is not reimbursed for the 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) the 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) the 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 proportionately to the amount of time worked in relation to a reference period equal to 200 workdays, except in the event of death;

e) when a teacher obtains an educational leave: from the place of assignment to the point of departure; in this case, the expenses prescribed 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

The 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, the expenses shall be assumed by the board up to 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 spouse may avail himself or herself of the benefits granted under this article.

12-3.06

The weight of 228 kilograms prescribed in subclause b) of clause 12-3.01 shall be increased by 45 kilograms per year of service in the employ of the board in the territory. This provision covers the teacher only.

12-4.00 OUTINGS

12-4.01

a) The board shall pay directly or reimburse the teacher recruited from more than 50 kilometres from the locality where he or she performs his or her duties for the expenses inherent to the following outings for him or her and his or her dependents:

   i) for Fermont, Schefferville and Kawawachikamach: three trips per year;

   ii) for Îles-de-la-Madeleine: one trip per year.

b) 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.

c) The fact that the teacher's spouse works for the board or another employer in the public and parapublic sectors must not grant the teacher a number of outings paid by the board which is greater than that prescribed in this agreement.

d) The 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 to the point of departure situated in Québec or to Montréal.

12-4.02

In the cases prescribed in subparagraphs i) and ii) of subclause a) of clause 12-4.01, the spouse or a family member not residing in the territory may use the outing to visit the teacher who lives in one of the localities mentioned in subparagraph i) or ii) of subclause a) of clause 12-4.01.

12-4.03

In the case where a teacher or one of his or her dependents must immediately leave his or her place of work situated in one of the localities mentioned in clause 12-4.01 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 leave immediately. An attestation from the nurse or physician in the locality or, if the attestation cannot be obtained locally, a medical certificate from the attending physician shall be accepted as proof.

The board shall also pay for the return flight of the person who accompanies the person who had to leave his or her workplace immediately.

12-4.04

The board shall authorize a teacher to take a leave of absence without salary if one of his or her dependents must leave the locality immediately as provided for under clause 12-4.03 in order to allow him or her to accompany his or her dependent, subject to the acquired rights associated with special leaves.

12-4.05

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 was living in a conjugal relationship with a spouse employed in the public and parapublic sectors shall continue to be entitled to the outings prescribed in clause 12-4.01, 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 prescribed in clause 12-4.01, provided that the expenses not be assumed by a carrier.

The expenses shall be limited to the amounts prescribed under article 10-9.00 or, failing that, according to the policy established by the board applicable to all 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 dependent(s) for the expenses inherent to the return trip from the place of assignment to the burial place situated in Québec.

12-7.00 LODGING

12-7.01

The obligations and practices of the board to provide the teacher with lodging at the time of his or her engagement shall be maintained only for the locations where they already existed.

12-7.02

The rent charged to teachers entitled to lodging in the locality of Fermont shall be maintained at the rate in effect on June 30, 2010.

12-7.03

At the union's request, the board shall explain the reasons underlying the allocation of housing. Moreover, at the union's request, the board shall provide information on its existing maintenance practices.

12-8.00 PROVISIONS OF FORMER COLLECTIVE AGREEMENTS

12-8.01

In the event of benefits greater than the current plan for regional disparities under the last collective agreement or recognized administrative practices, they shall be renewed except for the following elements of the entente:

- the retention premium;
- the definition of "point of departure" provided for in clause 12-1.02;
- the premium rates and the calculation of the premium for part-time or replacement teachers prescribed in article 12-2.00;
- the reimbursement of expenses related to moving and to the outings of the teacher recruited from outside Québec prescribed in articles 12-3.00 and 12-4.00;
- the number of outings when the teacher's spouse works for the board or an employer in the public and parapublic sectors prescribed in article 12-4.00.

12-8.02

The retention premium equivalent to 8% of the annual salary shall be maintained for the teachers working in Sept-Îles (including Clarke City) and Port-Cartier, Gallix and Rivière-Pentecôte.

CHAPTER 13-0.00 VOCATIONAL TRAINING

13-1.00 PRELIMINARY PROVISIONS

13-1.01

Notwithstanding any provision to the contrary, this chapter applies to teachers employed directly by the board to teach students in a school or centre within the framework of vocational training courses.

13-1.02

Whenever a provision of this chapter refers to another provision not included in this chapter, the latter provision applies with the necessary changes and subject to the other provisions of this chapter.

For the purposes of applying this chapter, unless the context indicates otherwise:

a) wherever the term "school" is used or referred to, it means "centre";

b) wherever reference is made to assignment criteria, it denotes the assignment criteria within the meaning of clause 13-12.02;

c) wherever reference is made to regular substitution, it denotes an excess of staff within the meaning of clause 13-11.02.

13-2.00 HOURLY PAID TEACHERS

13-2.01

This article applies to hourly paid teachers employed directly by the board to teach students within the framework of vocational training courses under the jurisdiction of the board.

13-2.02

Only the clauses and articles which expressly refer to them as well as the following chapter, articles, clause and appendices apply to hourly paid teachers:

- Chapter 1-0.00;
- article 3-7.00;
- clause 8-1.03;
- articles 10-1.00 to 10-5.00;
- article 10-14.00;
- articles 13-1.00 and 13-3.00;
- Appendices XIV, XVI, XXVI, XXXIV and XL.

13-2.03

a) An hourly paid teacher shall be remunerated on the basis of the hourly rates set hereinafter:

Periods concerned	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) The rate shall be for 50 to 60 minutes of teaching. The teacher whose periods are shorter than 50 minutes or longer than 60 minutes shall be paid as follows: the number of minutes of teaching divided by 50 and multiplied by the applicable rate.

c) Even though the rate is paid only for work performed, it includes payment for work performed and for the same paid legal holidays as those of regular teachers.

d) Additional remuneration

1) As of the 141st workday of the 2014-2015 school year up to the 140th workday of the 2015-2016 school year, an hourly paid teacher shall be entitled to additional remuneration of $0.68 for each hour paid.

2) As of the 141st workday of the 2018-2019 school year up to the 140th workday of the 2019-2020 school year, an hourly paid teacher shall be entitled to additional remuneration of $0.37 for each hour paid.

13-2.04

The board shall use the services of teachers on availability before engaging hourly paid teachers.

13-2.05

When the board decides to engage an hourly paid teacher, it shall proceed according to this article and article 13-3.00.

13-2.06

The board may assign other teaching hours to a teacher who already has a part-time or replacement teacher contract or who was engaged at an hourly rate, regardless of the provisions of clause 13-3.04, when it deems that it is best for the teaching to be provided.

13-2.07

An hourly paid teacher is entitled to the procedure for settling grievances provided for in Chapter 9-0.00 with regard to articles 13-2.00 and 13-3.00 as well as the articles or clauses in which specific reference is made to him or her.

13-3.00 RECALL LIST

Part I Applicable principles

13-3.01

The recall list may not contain the name of a person who has full-time employment.

13-3.02

The names of teachers shall be entered on the recall lists in order of the number of hours taught in the specialty.

13-3.03

The board shall determine the category or subcategory corresponding to the specialty taught for each teacher whose name is on the recall list.

13-3.04

When the board decides to hire an hourly paid teacher or must hire a part-time or replacement teacher, it shall offer the position to the teacher in accordance with clause 13-3.05.

A teacher must meet the requirements prescribed in clause 13-12.02.

Part II Provisions dealing with the recall list subject to the principles outlined in Part I

13-3.05

Part II 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).

13-4.00 FULL-TIME, PART-TIME OR REPLACEMENT TEACHERS

13-4.01

Article 13-3.00 applies to part-time or replacement teachers employed directly by the board to teach students within the framework of vocational training courses under the jurisdiction of the board.

13-4.02

Articles 13-1.00 and 13-4.00 to 13-18.00 apply to regular teachers, full-time teachers, part-time teachers or replacement teachers employed directly by the board to teach students within the framework of vocational training courses under the jurisdiction of the board.

13-5.00 DEFINITIONS

13-5.01

Chapter 1-0.00 applies.

13-6.00 FIELD OF APPLICATION AND RECOGNITION

13-6.01

Clause 2-1.02, subclause c) of clause 2-1.03 and clauses 2-1.04 and 2-1.06 apply.

13-6.02

Articles 2-2.00 and 2-3.00 apply.

13-7.00 UNION PREROGATIVES

13-7.01

Chapter 3-0.00 applies.

13-8.00 METHODS, SUBJECTS AND PROCEDURES OF PARTICIPATION OF TEACHERS

13-8.01

Chapter 4-0.00 applies except for subparagraph e) of clause 4-1.01 and subparagraphs a) and b) of clause 4-1.02.

13-9.00 ENGAGEMENT

13-9.01

Engagement shall be the responsibility of the board.

The provisions of article 5-1.00, except for clause 5-1.06 and Section B, apply with any necessary changes, provided that they apply to regular teachers, full-time teachers, part-time teachers or replacement teachers.

Clause 5-1.06 is replaced by the following:

> A part-time teacher whom the board hires between July 1 and December 1 to carry out a full-time teacher's full-time workload until the end of the school year shall be entitled to a full-time contract as of the date of his or her entry into service.
>
> Following a full-time teacher's departure, the board must hire a full-time teacher. The board must determine the category or subcategory in which it hires a full-time teacher. The union may make recommendations to the board in this regard.
>
> Should the board hire a part-time teacher to carry out the workload of a full-time teacher who permanently leaves the board after December 1, the board shall grant a full-time contract as of the following school year.
>
> Notwithstanding the preceding two paragraphs, the board shall not hire a full-time teacher if this has the effect of creating excess of teaching staff[1] in one of the categories or subcategories in the vocational training sector.
>
> The granting of a full-time contract is subject to the application of the provisions of clause 5-3.36.

This clause applies to the courses financed by the Ministère only.

13-9.02

When the board decides to hire a part-time or replacement teacher, it shall proceed according to article 13-3.00 and this article.

13-9.03

The board shall grant a part-time or replacement teacher contract in the following cases:

a) to provide, during the same school year, a predetermined number of teaching hours equal to or greater than 216 hours;

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[1] Within the meaning of article 13-11.00 dealing with security of employment

b) to provide, during the same school year, a number of teaching hours over and above the 216 hours already taught, provided that the number of hours exceeding the 216 hours in that school year be predetermined as equal to or greater than 25 hours.

When the board assigns additional teaching hours to a teacher who has a part-time or replacement teacher contract, the board shall add those teaching hours[1] to the number of teaching hours specified in the contract.

13-9.04

Clause 13-9.03 applies only to the teaching hours provided in courses funded by the Ministère as well as those provided in courses offered to students in the different branches leading to a Diploma of Vocational Studies (DVS) or an Attestation of Vocational Specialization (AVS) and defined as "purchase of training" courses under the terms of the Agreement to Amend the Canada Quebec Labour Market Agreement in Principle.

Without modifying the scope of the preceding paragraph, clause 13-9.03 does not apply to "customized training" courses.

13-9.05

If the titles "purchase of training" and "customized training" mentioned in this article are modified without altering the meaning, the titles shall be automatically replaced in this article.

13-9.06

Notwithstanding clause 13-9.01, the board may reduce the duration of a part-time or replacement teacher contract or the number of hours specified in the contract to take into account a decline in student enrollment.

13-10.00 SENIORITY

13-10.01

Article 5-2.00 applies except for clauses 5-2.05 and 5-2.07 which are replaced by the following provisions.

---

[1] In the case of replacement, the teaching hours shall be added only if they exceed 12 consecutive hours of absence of a full-time, part-time or replacement teacher.

5-2.05

Seniority shall be calculated in the following manner:

a) 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.

b) For each school year during which a 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, a fraction of a year established according to the following formula shall be recognized for that period of employment: the number of working days included in that period, divided by 200.

c) For each school year during which a teacher had a part-time or replacement teacher contract, a fraction of a year proportional to his or her teaching load in relation to a full annual teaching load shall be recognized.

d) 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[1] periods devoted to vocational training courses or to a pedagogical function within the meaning of clause 13-15.02. 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.

e) For the teaching periods prescribed in subclauses c) and d) of clause 5-2.07, subclause d) applies to the teacher who has another contract following his or her engagement as an hourly paid teacher.

5-2.07

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

a) the teacher's resignation, except for 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 for 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;

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[1] If the periods are longer than 60 minutes, the number of days recognized for the school year concerned shall be obtained by dividing by 240 the total number of minutes devoted to vocational training courses or to a pedagogical function within the meaning of clause 13-15.02.

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, unless he or she is engaged by the board as an hourly paid teacher to provide at least 50 teaching periods, other than a replacement, in each of the school years since he or she was nonreengaged;

d) if more than 24 consecutive months have elapsed since the expiry of the contract of engagement of the part-time teacher, replacement teacher or teacher-by-the-lesson and his or her reengagement by the board, unless he or she is engaged by the board as an hourly paid teacher to provide at least 50 teaching periods, other than a replacement, in each of the school years since his or her contract expired. However, this provision shall have no retroactive effect prior to February 1, 2006.

13-11.00 SECURITY OF EMPLOYMENT

13-11.01

Clauses 5-3.01 to 5-3.35 apply, except for the first paragraph of clause 5-3.10 which is replaced by the following:

> The principal shall, after consulting the teachers of the centre and based on the services offered, inform the board of its teaching staff needs required to implement the centre's educational project, while taking into account the subject-time allocation. Before April 30 of each year, the board shall forecast for the courses offered to full-time students funded by the Ministère[1] the number of students enrolled for the following school year in all of the centres and shall determine its staffing needs in vocational training in accordance with the provisions of Chapter 13-0.00 as regards the teacher's workload and the rules governing the formation of student groups.
>
> Without modifying the scope of the preceding paragraph, "customized training" courses shall not be taken into account for the purposes of applying the preceding paragraph.
>
> If an excess of staff results, teachers shall be identified according to the provisions of Appendix II.

13-11.02

If there is an excess of staff after June 1, the teacher concerned is deemed to be excess and his or her services may be used by the board as if he or she were on availability.

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[1] For the purposes of applying this clause, courses offered to full-time students in the branches leading to a Diploma of Vocational Studies (DVS) or an Attestation of Vocational Specialization (AVS) funded by the federal government under the terms of the Agreement to Amend the Canada Quebec Labour Market Agreement in Principle and defined as "purchase of training" courses shall also be included.

Similarly, if an excess of staff results from the application of Section B of article 5-21.00, the services of an excess teacher may be used by the board as if he or she were on availability.

13-11.03

Clause 5-3.36 applies except for subclauses a), i) and j) which are replaced by the following:

a) It shall assign an excess teacher to regular substitution under the first paragraph of clause 5-3.19 or an excess teacher under clause 13-11.02.

i) The board shall engage, according to seniority, a teacher registered in the category or subcategory corresponding to the specialty concerned on the recall list prescribed in article 13-3.00 who has accumulated two years' seniority or more on the preceding June 30 and who, where applicable, meets the additional requirements that the board may set under the following subclause j).

The board shall not consider teachers referred to in the preceding paragraph who notified the board prior to June 1 of a given school 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 subclause.

j) For the purposes of applying the preceding subclause i), the board that intends to fill a position may, after consulting the union, set requirements, in addition to those prescribed in article 5-21.00, that are pertinent to the position to be filled.

Where the union contests, by means of a grievance, the decision of the board not to grant a position to a teacher whose name is on the recall list prescribed in article 13-3.00, the board must establish that its decision is well-founded.

The board and the union may modify or replace this subclause.

13-11.04

Clauses 5-3.37 to 5-3.42 apply.

13-11.05

The board cannot invoke "surplus of personnel" to nonreengage regular teachers or place them on availability, as the case may be, if the surplus of personnel results from a contract concluded with a profit-making enterprise.

However, before granting a contract referred to in the preceding paragraph, the board must notify the union in writing that it has obtained authorization from the Minister to grant the contract, if need be.

13-11.06

a) A teacher who is placed on availability due to the fact that his or her board is no longer authorized by the Minister to offer a vocational training program as well as a teacher who is already on availability in the board who meets the requirements of the category or subcategory of the program is entitled, in addition to the provisions applicable to teachers on availability, to the following relocation provisions:

   i) the teacher shall be hired as a teacher on availability or in excess as provided for in subclause b) in a board authorized by the Minister to offer the program concerned in a centre where the teacher could be called upon to teach is located 50 kilometres[1] or less from his or her domicile or place of work at the time the teacher is placed on availability or in excess;

   or

   ii) the teacher shall be hired as a teacher on availability or in excess as provided for in subclause b), if he or she so agrees, in a board authorized by the Minister to offer the program concerned in a centre, within the territory of the administrative region of his or her board of origin, where the teacher could be called upon to teach and which is located at a distance greater than 50 kilometres from his or her domicile and place of work at the time of the teacher's placement on availability or in excess.

b) The preceding provisions also apply to a teacher who is excess on June 30 in accordance with Section B of article 5-21.00 and who meets the requirements of the category or subcategory of the program concerned.

13-11.07

If, under the preceding clause, teachers could be relocated to more than one board, the following rules apply: the boards concerned shall agree on the number of teachers that each board must accept and on the distribution of the teachers in each of the boards.

Failing agreement on the number, each board shall receive a number of teachers proportional to the number of full-time teachers with a position on June 30 in a given category or subcategory.

13-11.08

A relocation referred to in clause 13-11.06 shall occur on July 1.

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[1] Whenever, in this clause, reference is made to the distance of 50 kilometres, the distance is calculated by the most direct public route usually used.

13-11.09

The teacher relocated under subparagraph ii) of subclause a) of clause 13-11.06 shall be reimbursed for the moving expenses prescribed in Appendix III, under the conditions provided therein, if, according to this same appendix, the relocation necessitates his or her moving.

13-11.10

Notwithstanding the foregoing, the teacher referred to in clause 13-11.06 shall not be relocated to another school board if his or her board considers that the teacher who is in excess may be recalled or assigned after undergoing retraining, provided the teacher agrees to take the retraining program determined by the board.

13-11.11

When the board is no longer authorized by the Minister to offer a vocational training program, it shall forward to the board authorized by the Minister to offer the program concerned, the list of names of persons registered on the recall list in the category or subcategory of the program concerned as well as the names of the persons who taught during the last school year in that category or subcategory of the program concerned and whose name is not registered on the recall list. Also, it shall forward, where applicable, the names of teachers nonreengaged because of surplus as a result of the decision of the Minister.

13-11.12

The board shall enter on its recall list for the category or subcategory of the program concerned the names of persons on the recall list mentioned in clause 13-11.11. When entering names on its recall list, the board shall recognize the equivalent of what was recognized on the recall list at the other school board in conformity with the rules applicable to the other teachers already registered on its recall list.

13-11.13

The board and the union may agree on different terms and conditions for applying clauses 13-11.11 and 13-11.12 concerning personnel covered by those clauses.

13-12.00 OTHER CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS

13-12.01

Articles 5-4.00 to 5-20.00 apply.

13-12.02

a) Article 5-21.00 applies with the exception of subclause b) of clause 5-21.05 and of clause 5-21.06.

b) Subclause b) of clause 5-21.05 is replaced by the following:

The teacher who must change discipline must meet the assignment criteria.

i) Subject to the particular requirements of a given position, the teacher is considered as meeting the assignment criteria if he or she has:

- a university diploma, a DEC (vocational) with a specialization in a technology (or an equivalent diploma), a Certificate of Vocational Studies, a Diploma of Vocational Studies, a Secondary School Vocational Certificate or a trades school certificate (or the equivalent) in the discipline in question; and

- relevant experience in industry or has participated in an appropriate retraining program or has at least one year of full-time teaching experience or the part-time equivalent in the discipline in question within the last three years.

ii) Notwithstanding subparagraph i), the teacher is considered as meeting the assignment criteria if he or she has a university diploma, a specialized teaching diploma or a university certificate in the discipline in question; this subparagraph applies only to teachers who have a full-time contract and are in service on the date of the coming into force of the entente.

iii) Notwithstanding subparagraph i), a teacher is considered as meeting the assignment criteria if he or she has at least one year of full-time teaching experience within the last four years or the equivalent of at least one year of part-time teaching experience within the last two years in the discipline in question; this subparagraph applies only to teachers in service on the date of the coming into force of the entente and to teachers on availability on the date of the coming into force of the entente.

iv) The board may require a teacher to whom subparagraph ii) or iii) applies to undergo an adequate workplace internship or participate in a suitable retraining program during the regular workweek.

v) If, at the time of assignment or transfer, no candidate meets the assignment criteria mentioned in subparagraph i) above or no candidate is considered as meeting the criteria in the cases specified in subparagraph ii) or iii), a teacher may be recognized by the board as qualified to meet a need in the discipline in question if he or she possesses specific qualifications or special skills in the discipline in question or relevant experience. The board and the union may modify or replace this subparagraph.

c) Clause 5-21.06 is replaced by the following:

> When the board deems it necessary to have particular requirements, they must be determined beforehand after consultation with the union. The requirements must be directly related to the student needs to be filled (hearing impairment, visual impairment, etc.), the nature of the subject to be taught or similar requirements requested by an outside organization in the context of the purchase of training or customized training.

13-12.03 Progressive retirement plan

Article 5-22.00 applies.

13-13.00 REMUNERATION

13-13.01

Article 6-1.00 applies.

13-13.02

Article 6-2.00 applies, it being specified that for the purposes of determining the number of years of experience of a teacher engaged as a full-time teacher, for each school year taken separately, the quotient obtained by dividing by four the total number of 50- to 60-minute periods[1] devoted to adult education or vocational training courses or to a pedagogical function within the meaning of clause 11-14.02 or 13-15.02 shall determine the number of days of experience recognized for the school year in question. For the period during which the teacher did not have a contract as a full-time teacher in adult education or vocational training, clause 6-2.03 applies for the purposes of calculating the number of years of experience.

13-13.03

Articles 6-3.00 to 6-5.00 apply.

13-13.04

Clause 6-6.01 applies.

---

[1] If periods are longer than 60 minutes, the number of days of experience recognized for the school year concerned shall be obtained by dividing by 240 the total number of minutes devoted to adult education or vocational training courses or to a pedagogical function within the meaning of clause 11-14.02 or 13-15.02.

13-13.05

Clauses 6-7.01, 6-7.03 and 6-7.04 as well as article 6-8.00 apply.

13-14.00 PROFESSIONAL IMPROVEMENT

13-14.01

Chapter 7-0.00 applies except for the first paragraph of clause 7-1.01 which is replaced by the following:

> For the purposes of applying this article, the board shall have $300 available per full-time equivalent teacher on September 30, within the framework of vocational training courses, including teachers on availability as of the 2006-2007 school year. A portion of that amount shall be earmarked for training in the area of special education.

13-15.00 TEACHER'S WORKLOAD

13-15.01

Article 8-1.00 applies.

General duties

13-15.02

The teacher shall provide learning and developmental activities to students.

In this context, his or her main responsibilities are:

a) to prepare and present courses within the guidelines of the authorized programs;

b) to assist the student in determining his or her educational profile in relation to his or her career plans and knowledge;

c) to assist the student in choosing learning methods and in determining the time to be devoted to each program and to point out to him or her the difficulties which must be overcome in order to achieve each stage;

d) to follow the student's progress and to assure the validity of the student's learning process;

e) to supervise and evaluate experimental projects and workplace internships;

f) to prepare, administer and correct tests and examinations and to fill out reports inherent to that duty;

g) to ensure the support necessary for learning activities by participating in the following tasks: welcome and registration of students, identification of problems that must be referred to professionals in personal assistance, organization and supervision of sociocultural activities and, if need be, student supervision;

h) to look after the equipment used in learning activities related to his or her teaching;

i) to monitor the late arrivals and absences of his or her students;

j) to attend meetings related to his or her work;

k) to perform other duties usually assigned to teaching personnel.

13-15.03

Article 8-3.00 applies.

13-15.04

Clause 8-4.01 applies with the exception of subclause d) and the second paragraph of subclause f).

13-15.05

a) Unless there is an agreement to the contrary between the board and the union, the average and maximum number of students per group are:

		Av.	**Max.**
1)	for vocational training courses in the health, assistance and nursing care profile:		
	a) in a hospital setting:	6	6
	b) for courses not held in a hospital setting:	17	20
2)	for vocational training courses in the agriculture and fisheries sector and in the forestry and pulp and paper sector:	10	13
3)	for vocational training courses in the administration, commerce and computer technology sector with the exception of workshop-classes and laboratories except for the computer science (operations) profile:	30	32
4)	for vocational training courses in the administration, commerce and computer technology sector in workshop-classes and laboratories:....	19	22
5)	for all vocational training courses except for those referred to in subparagraphs 1, 2, 3 and 4:	19	22

b) This clause does not apply to a teacher covered by this chapter who teaches complementary courses in the general education sector, in which case, clause 8-4.04 applies.

13-15.06

The teacher's work year shall comprise 200 workdays within the school year.

The board shall distribute the days after consultation with the union. However, a teacher shall be guaranteed a minimum period of four weeks' vacation. The four weeks shall be taken in the month of July, unless the teacher's presence is required because of the specific nature of certain courses or because of a period specified in a part-time or replacement teacher contract of six months or less.

13-15.07

a) Unless there is an agreement to the contrary between the board and the union, the teacher's workweek shall consist of five days from Monday to Friday.

The workweek includes 32 hours of work at the centre; however, the board or the principal may, as regards the 27 hours of work prescribed in subparagraph i) of subclause b), assign the teacher to a place of work other than the centre.

Moreover, at the teacher's request, the board or the principal may, as regards the five hours prescribed in subparagraph ii) of subclause b), assign a teacher to a place of work other than the centre.

b) The teacher shall be required to be present for a total of 32 hours per workweek or the equivalent. The 32 hours of work include:

i) 27 hours per week or the equivalent at the assigned place of work at times determined by the board or the principal for each teacher;

ii) five hours per week or the equivalent to carry out work of a personal nature in keeping with the general duties specified in clause 13-15.02.

These five hours include the students' passing time between classes or recess time when it is between two periods of workload assigned by the administration and for which no other workload is assigned.

The time required for the first 10 group meetings and the first three meetings with parents may exceed 32 hours, in which case, the excess time shall be compensated during other weeks or days by an equivalent reduction in the time prescribed to carry out work of a personal nature mentioned in the preceding paragraph. The teacher shall determine the times during which work of a personal nature shall be reduced in the manner prescribed in subclause e), as though it involved a change of an occasional nature.

For the purposes of determining the number of hours devoted to carrying out work of a personal nature, the time required for the first 10 group meetings and for the first three meetings with parents is considered as work of a personal nature.

c) The 27 hours may be considered as an average weekly time that may be exceeded during certain weeks and compensated by a reduction in time during other weeks. In this case, however, the time during which a teacher is present shall remain at 1 080 hours per year.

If the 27 hours are considered as an average weekly time, the five hours devoted to work of a personal nature prescribed in subparagraph ii) of subclause b) are also considered as an average weekly time that may be exceeded during certain weeks and compensated by a reduction in time during other weeks. However, the total time devoted to work of a personal nature shall remain at 200 hours per year.

d) The teacher shall determine the work he or she shall carry out during the hours prescribed in subparagraph ii) of subclause b) based on the work of a personal nature related to the general duties specified in clause 13-15.02. The teacher shall also be responsible for determining the times for carrying out work of a personal nature from among the times not yet determined by the board or the principal for the 27 hours of work and for the time prescribed in the second and third paragraphs of subparagraph ii) of subclause b).

e) Except for the time prescribed in the second paragraph of subparagraph ii) of subclause b), the following terms and conditions apply for the purposes of determining the times prescribed for the work of a personal nature referred to in subparagraph ii) of subclause b), unless there is an agreement to the contrary between the board and the union:

i) at the beginning of the work year, the teacher shall notify, as soon as possible, the principal of the appropriate times for carrying out work of a personal nature, while ensuring that the time thus determined is at least equal to the shortest passing time between classes or recess time in accordance with subparagraph ii) of subclause b);

ii) in the case where subclause c) applies, the teacher shall determine the times devoted to work of a personal nature referred to in subparagraph ii) of subclause b) during those weeks when the hours are exceeded or reduced. The teacher shall notify the principal as soon as possible;

iii) subsequently, the teacher may modify the time determined to take into account the time determined by the principal to carry out the 27 hours of work and the times for the first 10 group meetings and the first three meetings with parents;

iv) the time devoted to work of a personal nature may also be modified by the teacher during the course of the year, in which case a prior notice of at least 24 hours is required if a change of an occasional nature is involved and must specify the reason for the change;

v) moreover, if a change of a permanent nature is involved, the time devoted to work of a personal nature may be modified by the teacher during the course of the year, in which case, a prior notice of at least five days is required and must specify the reason for the change.

f) The 32 hours prescribed in subclause b) shall fall within a framework of 35 hours per week or the equivalent at times also determined by the board or the principal for each teacher.

Moreover, the framework must not exceed a daily span of eight hours.

The board and the union may modify or replace the framework of the workweek and daily span.

g) The 32 hours, the framework of 35 hours and the daily span of eight hours do not include the period prescribed for the teacher's meal.

The 27 hours, the framework of 35 hours and the daily span of eight hours do not include the time prescribed for the first 10 group meetings and, if need be, the first three meetings with parents.

h) The work of a personal nature referred to in subparagraph ii) of subclause b) shall be carried out within the daily span of eight hours.

Notwithstanding the preceding paragraph, subclauses f) and g) and clause 8-6.04 referred to in clause 13-15.08 and, subject to agreement by the teacher and the principal, the times for work of a personal nature determined by the teacher under subclause d) may be carried out outside of the framework of 35 hours or the 8-hour daily span.

The times for work of a personal nature determined by the teacher under subclause d) may also be carried out, if the teacher so decides, outside of the framework of 35 hours or the 8-hour daily span according to the following terms and conditions:

i) the work shall be carried out during the 30 minutes immediately preceding or following the 8-hour daily span or during any part of the teacher's meal period prescribed in clause 13-15.10 exceeding 50 minutes;

ii) the times for carrying out the work thus determined during the meal period cannot exceed two hours per week.

13-15.08

Clauses 8-6.04, 8-6.05 and 8-6.06 apply.

13-15.09

a) Clause 8-7.01 applies.

b) Workload includes the following professional activities to which the teacher is assigned by the board or the centre administration: presentation of courses and lessons[1] within the guidelines of the authorized programs, remediation, support and supervision other than the supervision of the arrival and dismissal of students and the movement of students.

c) The workload consists of 20 hours per week. The 20 hours may be considered as an average weekly time that may be exceeded during certain weeks and compensated by a reduction in time during other weeks. In this case, however, the workload shall remain at 720 hours per year.

d) If the board exceeds, for a given teacher, the 720-hour workload, the teacher is entitled, for each excess period of 50- to 60-minutes, to compensation equal to 1/1 000 of the annual salary. For every period of less than 50 minutes or more than 60 minutes, compensation shall be equal to the number of minutes divided by 50 and multiplied by 1/1 000 of the annual salary. Compensation shall be remitted in the last pay period of the school year in question.

e) Unless there is an agreement to the contrary between the board and the union, the time devoted to the presentation of courses and lessons within the guidelines of the authorized programs shall not exceed an average of 635 hours per school year for all full-time teachers covered by this chapter.

f) Subject to the preceding subclause e), if the time referred to in the preceding subclause exceeds an average of 635 hours during a given school year, the board shall add to the professional improvement budget for the following school year compensation established in the following manner:

> the difference between the average number of hours actually devoted to the presentation of courses and lessons within the guidelines of the authorized programs and an average of 635 hours for the year, multiplied by the number of full-time teachers concerned, multiplied by the average salary of the teachers and divided by 1 000.

g) For the purposes of applying subclauses e) and f) above, a full-time teacher is a regular teacher, excluding a teacher on availability, an excess teacher under clause 13-11.02, a department head and a teacher who has obtained, under the terms of this agreement, a full-time or part-time leave of absence for the entire year.

h) 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.

---

[1] Supervision of workplace internships is considered as the presentation of courses and lessons for the portion of time devoted to the student in the workplace where the internship takes place.

The preceding rule applies only to internships prescribed in the vocational training programs leading to a Diploma of Vocational Studies (DVS) or an Attestation of Vocational Specialization (AVS). However, it does not apply to the internships associated with work-study programs.

i) Clause 8-7.07 applies.

13-15.10

Article 8-8.00 applies, it being specified that clause 8-8.03 applies only to the midday meal. Unless there is an agreement to the contrary between the board and the union, the teacher is entitled to a 50-minute period for the evening meal.

13-15.11 Provisions dealing with special needs students

a) Students concerned

Except for the application of subparagraph vi) of subclause c), 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) Prevention and early intervention

i) Prevention and early intervention are the concern of all intervenors and are essential for ensuring student success.

The parties also 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.

ii) In this context, the centre administration shall provide the teacher, upon request, with information on students with special needs, which information shall be obtained by allowing teachers access to student records. The information shall be provided if it is available and is in the student's interest, the foregoing subject to the respect of persons and the code of ethics.

iii) The parties also recognize that the teacher is the first intervenor with students and, as such, must record and share with other intervenors information and observations on students, especially concerning those actions he or she has already taken.

c) Service approach

i) Services that may be offered must be in keeping with the resources available to the centre and determined by the board.

ii) The committee referred to in clause 8-9.05 may make recommendations to the board on the distribution of the resources available to the centre.

iii) 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.

iv) 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.

v) The teacher concerned may avail himself or herself of the mechanism agreed to under clause 8-9.12.

vi) 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.

13-15.12

Article 8-10.00 applies with the necessary changes.

13-15.13

Article 8-12.00 applies.

13-15.14 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 be valid only to the extent that this clause is fully respected.

b) The position of department head consists of two components, namely, the teaching function and the actual function of department head.

c) As regards the actual function of department head, the department head must perform the following duties and responsibilities:

i) assume the coordination and animation of teaching activities;

ii) act as coordinator or animator for teachers in his or her group. He or she may encourage teachers to develop and define together, in keeping with the policies and programs in effect, teaching content, methods and techniques as well as measurement and evaluation methods necessary to foster student learning;

iii) work with other teachers and professionals to take the necessary measures to better meet the individual needs of students;

iv) assist, in particular, a teacher on probation in his or her group and participate in his or her evaluation;

v) upon his or her immediate superior’s request, collaborate in determining needs in instructional materials and other materials for his or her group and monitor use;

vi) advise and inform his or her superior of pedagogical action.

d) The department head must be released from a portion of his or her teaching function to be able to better carry out the function of department head. The release time must be devoted exclusively to the function of department head. It shall be the board's responsibility, after consulting the union, to determine this portion for each department head; however, the partial release time 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 concerned, except for an appointment of less than one year.

13-16.00 GRIEVANCES AND ARBITRATION

13-16.01

Chapter 9-0.00 applies.

13-17.00 GENERAL PROVISIONS

13-17.01

Chapter 10-0.00 applies.

13-18.00 REGIONAL DISPARITIES

13-18.01

Chapter 12-0.00 applies.

IN WITNESS WHEREOF, the parties herein have signed in Québec City this 30th day of the month of June 2016 the provisions negotiated and agreed between the Management Negotiating Committee for English-language School Boards (CPNCA) and the Quebec Provincial Association of Teachers (QPAT) on behalf of the teachers it represents.

FOR THE EMPLOYER GROUP

(signed) Sébastien Proulx

Sébastien Proulx
Minister of Education, Recreation and Sports

(signed) Joanne Simoneau-Polenz

Joanne Simoneau-Polenz
President, CPNCA

(signed) Éric Bergeron

Éric Bergeron
Vice-president, CPNCA

(signed) Jennifer Maccarone

Jennifer Maccarone
President, QESBA

(signed) Raphaëlle Chabot Fournier

Raphaëlle Chabot Fournier
Negotiator, CPNCA

(signed) Émilie Gosselin-Bergeron

Émilie Gosselin-Bergeron
Spokesperson, CPNCA

FOR THE UNION

(signed) Richard Goldfinch

Richard Goldfinch
President, QPAT

(signed) Nancy Champagne

Nancy Champagne
Negotiator, QPAT

(signed) Olivier Dolbec

Olivier Dolbec
Spokesperson, QPAT

APPENDIX I-a **CONTRACT OF ENGAGEMENT OF 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, 20 ___ or to complete the said school year.

b) The teacher declares that he or she was born at: _____
(place)
on _____ .
(month, day, year)

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.

Reference: clause 5-1.02

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 rights and benefits prescribed in the collective agreement.

III- GENERAL PROVISIONS

a) This contract of engagement takes effect on _____ 20 ___ and expires on _____ 20 ___ .

b) The provisions of the collective agreement are an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed at _____ this _____ day of the month of _____ 20 ___ .

For the board: _____

Teacher: _____
(name)

_____
(address)

Witness: _____
(name)

_____
(address)

APPENDIX I-b **CONTRACT OF ENGAGEMENT OF 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:

N.B. To be completed by the board in accordance with clause 1-1.22.

c) The teacher declares that he or she was born at: _____
(place)
on _____ .
(month, day, year)

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.

Reference: clause 5-1.02

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 rights and benefits prescribed in the collective agreement.

III- GENERAL PROVISIONS

a) This contract of engagement takes effect on _____ 20 ____ and expires on the earlier of the following dates:

on _____ 20 ____ 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 at _____ this _____ day of the month of _____ 20 ___ .

For the board: _____

Teacher: _____
(name)

_____
(address)

Witness: _____
(name)

_____
(address)

APPENDIX I-c **CONTRACT OF ENGAGEMENT OF 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:

N.B. To be completed by the board in accordance with clause 1-1.21.

c) The teacher declares that he or she was born at: _____
(place)
on _____ .
(month, day, year)

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.

Reference: clause 5-1.02

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 rights and benefits prescribed in the collective agreement.

III- GENERAL PROVISIONS

a) This contract of engagement takes effect on _____ 20 ___ and expires on the earlier of the following dates:

on _____ 20 ___ 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 at _____ this _____ day of the month of _____ 20 ___ .

For the board: _____

Teacher: _____
(name)

_____
(address)

Witness: _____
(name)

_____
(address)

APPENDIX I-d **CONTRACT OF ENGAGEMENT OF REPLACEMENT 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 replacement teacher in the schools of the board.

b) The teacher undertakes to teach for the board according to the terms established hereinafter:

N.B. To be completed by the board in accordance with clause 1-1.27.

c) The teacher declares that he or she was born at: _____
(place)
on _____ .
(month, day, year)

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.

Reference: clause 5-1.02

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 rights and benefits prescribed in the collective agreement.

III- GENERAL PROVISIONS

a) This contract of engagement takes effect on _____ 20 ___ and expires on the earlier of the following dates:

on _____ 20 ___ or upon the return of the teacher who is replaced under clause 5-1.04:

_____

b) The provisions of the collective agreement are an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed at _____ this _____ day of the month of _____ 20 ___ .

For the board: _____

Teacher: _____
(name)

_____
(address)

Witness: _____
(name)

_____
(address)

APPENDIX I-e LETTER OF ENGAGEMENT

MODEL LETTER

<Insert *location and date*>

<Insert *recipient's given name and surname*>
<Insert *mailing address*>

Subject: Letter of engagement

Dear <insert *recipient's name*>:

I am pleased to confirm your employment with the <insert *name*> School Board.

You will perform the duties of a <insert *employment status*> teacher in the schools of the board.

Your employment will start on <insert *month-day-year*> and will end on the earlier of the following dates: <insert *month-day-year*> or on the occurrence of the following event: <insert *event, if applicable, or indicate the return of the teacher whom you replaced under clause 5-1.04*>.

The board will pay the salary and grant all the rights and benefits to which you are entitled under the collective agreement.

As a teacher, you must comply with the law, resolutions and regulations of the board not contrary to the collective agreement, as well as with the provisions of the collective agreement.

You will also be required to comply with the regulations applicable to teachers in the employ of school boards and to perform the duties and responsibilities stipulated in the regulations.

You will need to provide the board without delay with the documents necessary to establish your qualifications and experience, the certificates required by the board and the information pertinent to your employment, which includes your date and place of birth.

It is also important to note that the rights and obligations of the board and the teacher prescribed in the collective agreement are in addition to those set out in this letter of engagement.

Yours truly,

(signature)
Director of human resources

c.c.: Union

Reference: clause 5-1.02

APPENDIX II PLAN FOR GROUPING TEACHERS OF ENGLISH-LANGUAGE SCHOOL BOARDS FOR THE PURPOSES OF IDENTIFYING THE TEACHERS TO BE DECLARED EXCESS, PLACED ON AVAILABILITY OR NONREENGAGED BECAUSE OF SURPLUS

OBJECTIVE

The purpose of this appendix is to define the rules governing the grouping of teachers for the sole purpose of identifying teachers who are excess at the level of the schools and who must consequently be transferred, placed on availability or nonreengaged because of surplus in accordance with the provisions of the agreement.

PRINCIPLE

The categories and subcategories applicable to a board are those in effect in that board during the 2004-2005 school year, unless the board decides to modify, add to or subtract from the categories or subcategories. This decision shall be made only after consulting the union.

GENERAL RULES

1. For the purposes of applying this plan, subcategories are comparable to categories.

2. The teaching categories or subcategories apply to all the schools of the board.

3. a) For the purposes of this plan, every teacher, including the teacher who is assigned partially to substitution, but excluding the teacher on availability, shall be classified in the category or subcategory in which he or she teaches.

   b) The teacher referred to in the first paragraph of clause 5-3.19 shall be classified in the category in which he or she was teaching at the time when he or she was assigned to regular substitution. The same applies to the teacher assigned totally to regular substitution but who is not referred to in the first paragraph of clause 5-3.19.

   c) The fact that a teacher is classified in a given category or subcategory shall not prevent him or her from teaching in more than one category or subcategory.

   d) The teacher who teaches in more than one category or subcategory shall be classified in the category or subcategory in which he or she provides the major portion of his or her teaching.

   e) For the purposes of applying the preceding paragraph d), the category or subcategory in which a teacher provides the major portion of his or her teaching means the one in which he or she teaches for more time than in any other category or subcategory.

Reference: clause 5-3.10

f) If a teacher does not provide the major portion of his or her teaching in one category or subcategory, the board must ask the teacher in which category or subcategory he or she would like to be classified for the purposes of this plan. The teacher must indicate his or her choice within 20 days of the board's request. If the teacher fails to notify the board within the time allotted, the board shall decide.

g) However, a teacher who provides a portion of his or her teaching in two or more categories or subcategories, the duration of which is equal in each of the said categories or subcategories and greater than the duration of the teaching provided by the teacher in any other category or subcategory, shall choose from among the said categories or subcategories only.

4. a) For the purposes of this plan, every teacher, including the teacher who is assigned totally or partially to substitution, as well as the teacher referred to in the first paragraph of clause 5-3.19, but excluding the teacher on availability, shall be assigned to the school where he or she teaches.

b) The teacher who teaches in more than one school shall be assigned to the school where he or she provides the major portion of his or her teaching.

c) For the purposes of applying the preceding paragraph b), the school where the teacher provides the major portion of his or her teaching refers to the one where the teacher teaches for more time than in any other school.

d) If the teacher does not provide the major portion of his or her teaching in one school, the board must ask the teacher to which school he or she would like to be assigned for the purposes of this plan. The teacher must indicate his or her choice within 20 days of the board's request. If he or she fails to notify the board within the time allotted, the board shall decide.

e) However, a teacher who provides a portion of his or her teaching in two or more schools, the duration of which is equal in each of the said schools and greater than the duration of the teaching provided by the teacher in any other school, shall choose from among these schools only.

5. Notwithstanding general rule nº 2, when the board provides instruction under an agreement between the Ministère and the Ministère de la Santé et des Services sociaux, it may create appropriate categories to take them into account. In such cases, the board must also stipulate which other categories, at both the elementary and secondary levels, shall continue to apply to those institutions.

6. Notwithstanding the division of the elementary and secondary levels, the board may combine the categories or subcategories of both levels dealing with the same subjects (e.g. instruction to students with hearing impairments).

The categories indicated below apply to all the teachers in the board. Within each of these categories, the board shall decide if it wishes to have subcategories for any one of the categories. Moreover, in the case where the board provides instruction in English and French, it shall decide whether it will have categories or subcategories based on the language of instruction.

I- PRESCHOOL AND ELEMENTARY EDUCATION

1. General

This category includes teacher-generalists at the preschool or elementary level. It may be divided into subcategories such as: kindergarten, first cycle, second cycle.

2. Second Language

This category includes teacher-specialists in French as a second language.

3. Physical Education

This category includes teacher-specialists in physical education. It may be divided into subcategories such as: instruction for girls, for boys.

4. Music

This category includes teacher-specialists in music. It may be divided into subcategories such as: instrumental, choir music.

5. Arts Education

This category includes teacher-specialists in arts education. It may be divided into subcategories such as: drama, plastic arts and dance.

6. Other Specialties

When the board offers specialties not included in the categories or subcategories mentioned above, it may create new categories to take them into account.

II- SECONDARY EDUCATION

General Education

1. First Language

This category includes teacher-specialists in English language instruction. It may be divided into subcategories such as: first cycle, second cycle, theatre.

2. Second Language

This category includes teacher-specialists in French as a second language.

3. Physical Education

This category includes teacher-specialists in physical education. It may be divided into subcategories such as: instruction for girls, for boys.

4. Music

This category includes teacher-specialists in music. It may be divided into subcategories such as: instrumental, choir music.

5. Arts Education

This category includes teacher-specialists in arts education. It may be divided into subcategories such as: media, photography.

6. Mathematics

This category includes teacher-specialists in mathematics. It may be divided into subcategories such as: first cycle, second cycle, computer science.

7. Science

This category includes teacher-specialists in the sciences. It may be divided into subcategories such as: biology, chemistry, physics, natural sciences.

8. Human Sciences

This category includes teacher-specialists in human sciences. It may be divided into subcategories such as: history, geography, economics.

9. Personal Development

This category includes teacher-specialists in ethics and religious culture.

10. Other Specialties

When the board offers specialties not included in the categories or subcategories mentioned above, it may create new categories to take them into account.

11. First Cycle

This category includes teachers of the first level or cycle of secondary school in keeping with the board's decision to adopt this organizational model. The board must decide which other general education categories will continue to apply at this level or these levels.

III- PRESCHOOL, ELEMENTARY AND SECONDARY EDUCATION

1. Special Education

This category includes teachers who teach groups composed mostly or equally of students with handicaps, social maladjustments or learning difficulties[1]. It may be divided into subcategories such as elementary education, secondary education as well as educational services to students who are hearing or visually impaired.

Notwithstanding the foregoing,

a) remedial teachers (support for learning) fall under this category, regardless of the number of students or the composition of a group of students (at-risk students or others);

b) teaching in a discipline intended for a group of students referred to in the first paragraph falls under the category or subcategory to which the discipline belongs.

2. Guidance

This category includes teacher-specialists in guidance. It may be divided into subcategories such as elementary and secondary.

IV- VOCATIONAL TRAINING SECTOR

When the board provides vocational training courses, it shall determine the appropriate categories according to the courses offered at the board.

The division by category takes into account the grouping of teaching disciplines in the different techniques or profiles such as: administration, commerce and secretarial studies, automobile mechanics, health services, furniture and construction.

---

[1] The board shall verify the composition of such a group of students no later than June 30 or on 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 category or subcategory.

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.

APPENDIX III MOVING EXPENSES

1. The provisions of this appendix aim to determine that to which a teacher, who can benefit from a reimbursement of his or her moving expenses, is entitled as moving expenses within the scope of relocation as provided for in article 5-3.00 and clause 5-4.04.

2. Moving expenses apply to a teacher only if the Provincial Relocation Bureau accepts that the relocation of this teacher necessitates his or her moving.

   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 former domicile is greater than 65 kilometres.

3. The board shall reimburse, upon presentation of supporting vouchers, the costs incurred for transporting the furniture and personal effects of the teacher concerned, including packing, unpacking and the cost of the insurance premium, or the cost of towing a mobile home, provided that he or she supplies, in advance, at least two detailed quotations for the costs to be incurred.

4. However, the board shall not reimburse 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.

5. When the teacher cannot move immediately for reasons beyond his or her control, other than the construction of a new residence, the board shall reimburse 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.

6. The board shall pay a moving allowance of $750 to any teacher who is transferred with his or her dependents[1] or $200 if he or she is not transferred with his or her dependents[1] in compensation for the concomitant moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the teacher is assigned to a location where all facilities are placed at his or her disposal by the board.

   Nevertheless, the $750-moving allowance shall also be payable to the teacher who maintains a dwelling even if he or she is not transferred with his or her dependents[1].

7. The teacher referred to in article 1 of this appendix is also entitled, if need be, to the following compensation:

   a) for the abandonment of a dwelling without a written lease, the board shall reimburse the equivalent of one month's rent; or

   b) if there is a lease, the board shall pay up to three months' rent to a teacher who must terminate his or her lease and for which the landlord demands compensation.

---

[1] Within the meaning of clause 5-10.02

Reference: clauses 5-3.20, 5-3.31, 5-3.37, 5-4.01 and 5-4.04

In both cases, the teacher must attest that the landlord's request is well-founded and must provide supporting vouchers.

8. If the teacher chooses to sublet his or her dwelling himself or herself, reasonable costs for advertising the sublease shall be reimbursed by the board.

9. The board shall reimburse the relocated teacher who sells his or her principal residence for the following expenses:

   a) the actual 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 for the agent's fees;

   b) the costs of notarized deeds chargeable to the teacher who purchases a house for the purpose of residing in the location of his or her posting, provided that the teacher already be the proprietor of his or her house at the time of his or her transfer and that the said house be sold;

   c) the penalty for breach of mortgage, if applicable;

   d) the proprietor's transfer tax, if applicable.

10. When the house of the relocated teacher is not sold at the time when he or she must assume his or her obligations regarding his or her new place of residence, even though it has been put up for sale at a reasonable price, the board shall not reimburse the costs of keeping the unsold house. However, in this case, the board shall reimburse, upon presentation of supporting vouchers, 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.

11. When the teacher cannot move immediately for reasons beyond his or her control, other than the construction of a new residence, the board shall reimburse the teacher for accommodation expenses for him or her and his or her family in accordance with the regulation concerning travel expenses in effect at the board, usually for a period not exceeding two weeks.

12. If the move is delayed, with the authorization of the Provincial Relocation Bureau, or if the teacher's dependents[1] are not relocated immediately, the board shall reimburse the teacher's transportation costs up to 500 kilometres to visit the dependents[1] who live with him or her, every two weeks, if the distance to be covered is equal to or less than 500 kilometres, return trip and once a month if the distance to be covered exceeds 500 kilometres return trip up to a maximum of 1 600 kilometres in accordance with the regulation concerning travel expenses in effect at the board and upon presentation of supporting vouchers.

13. If a relocated teacher chooses not to sell his or her principal residence, he or she may be covered by the provisions of this article in order to avoid a double financial burden for the teacher-owner due to the fact that his or her principal residence is not rented at the time when he or she must assume new accommodation obligations in the area of his or her posting. The board shall reimburse 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 lease. Moreover, the board shall reimburse him or her for reasonable advertising costs and the cost 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.

14. The board responsible for the reimbursements or payments prescribed in articles 1 to 13 inclusively of this appendix shall be the board which engages the teacher.

15. The moving expenses prescribed in this appendix shall be reimbursed within 60 days after the teacher provides supporting vouchers.

---

[1] Within the meaning of clause 5-10.02

APPENDIX IV **VOLUNTARY MOBILITY OF A TEACHER FROM ONE SCHOOL BOARD TO ANOTHER WITH THE CONSENT OF THE SCHOOL BOARDS CONCERNED**

Notwithstanding clause 5-3.36, the parties agree that two tenured regular teachers from two different school boards may exchange their respective positions, subject to the following conditions:

1. The exchange of positions shall be subject to the approval of both school boards.

2. An exchange of positions must be the subject of a written agreement in accordance with the contract found in this appendix between the two school boards concerned and the two teachers concerned. A copy of the contract shall be forwarded to the two unions concerned within 10 days after it is signed.

3. A teacher who signs a contract of engagement with his or her new school board shall resign from his or her original board.

4. A teacher who is hired by his or her new school board shall transfer his or her tenure, years of experience recognized by his or her board and the days accumulated in his or her bank of nonredeemable sick-leave days to that board.

5. Contract

The _____ School Board

and the _____ School Board

agree that _____ and
(teacher's name)

_____ shall exchange
(teacher's name)

positions as of the _____ school year in accordance with the provisions of this appendix.

_____	_____
For the school board	For the school board
_____	_____
Teacher	Teacher
_____	_____
Date of signature	Date of signature

Reference: article 5-3.00

APPENDIX V IMMERSION PROGRAMS IN ENGLISH-LANGUAGE SCHOOL BOARDS

a) The CPNCA and QPAT shall set up a parity committee composed of two employer-group representatives and two union representatives.

b) The committee's mandate shall be to study any problem arising from the implementation of immersion programs in English-language school boards and to identify possible solutions aimed at reducing the number of regular teachers placed on availability or to be placed on availability as a result of the implementation of the programs.

c) The solutions agreed upon by the committee may deal notably with the implementation of retraining programs intended for regular teachers affected by the immersion programs as well as the eligibility criteria for the programs and allow for adjustment of certain working conditions of the regular teachers concerned, where applicable.

The costs ensuing from the solutions retained shall be assumed in accordance with the agreement concluded between the QESBA and the Ministère.

Reference: article 5-3.00

APPENDIX VI TEACHERS IN ISOLATED AREAS

When a school board decides to offer a full-time contract to a teacher who is employed by the Cree School Board, the Kativik School Board or an English-language or French-language school board in one of the localities on the enclosed list, in the locality of Sept-Îles (including Clarke City) or the localities of Port-Cartier, Gallix and Rivière-Pentecôte, the teacher's tenure, years of experience recognized by his or her board, seniority and bank of nonredeemable sick-leave days shall be transferred, if 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 a school board; the service acquired by a teacher who obtains a leave of absence without salary shall be delayed proportionally.

Before June 1, the teacher who wishes to be relocated must inform his or her board in writing of the region or regions to which he or she wishes to be relocated.

Before July 1 of that same school year, the board shall forward to the Bureau the names of teachers who wish to be relocated as well as the pertinent information.

The Bureau shall forward to each of the school boards in its region the names of teachers who wish to be relocated as well as the information provided by the board.

Each year, before November 15, the Bureau shall inform the Provincial Parity Committee on Reduction and Retraining Measures of the number of relocation requests received and the relocations carried out.

LIST OF LOCALITIES

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 Havre-Saint-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 the locality of Fermont and the localities specified in sectors IV and V

Reference: article 5-3.00

- Clova, Parent and Sanmaur

- The territory of the Côte-Nord stretching east of Havre-Saint-Pierre to the limit of Labrador, including the Island of Anticosti

d) Sector IV

Eastmain, Waskaganish, Inukjuak, Nemiscau, Puvirnituq, Wemindji, Umiujaq, Kuujjuaq, Kuujjuarapik and Whapmagoostui

e) Sector V

Akulivik, Aupaluk, Ivujivik, Kangiqsualujjuaq, Kangiqsujuaq, Kangirsuk, Quaqtaq, Salluit and Tasiujaq.

APPENDIX VII PARENTAL RIGHTS (AMENDMENT)

Should amendments be made to 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) with respect to parental rights, the parties agree to meet to discuss the possible impact of the amendments on the parental rights plan provided for in article 5-13.00.

Reference: article 5-13.00

APPENDIX VIII DEFERRED SALARY LEAVE

The following provisions apply to a teacher who is granted 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 deferred salary 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 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 is 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 employ of the board.

Reference: article 5-17.00

a) During the deferred salary leave, the teacher is not entitled to any of the premiums or supplements prescribed in his or her agreement. For the remainder of the contract, the teacher is 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 purposes of the three pension plans (CSSP, RREGOP and TPP) currently in force.

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, the 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 agreement if the contract was not in force and the salary received under this appendix;

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[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 following 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 plan purposes, a teacher's rights shall be those the teacher would have had had he or she not participated in the contract; thus, if the deferred salary leave has already been taken, the contributions made during the deferred salary leave shall be used to offset missing contributions in the years worked with a view to closing the pension annuity gap created; however, a teacher may buy back missing service under the same conditions as those relating to leaves of absence without salary (200% under RREGOP and 100% under TPP and CSSP).

In addition, if the deferred salary leave has not been taken, the contributions required to recognize the total number of years worked shall be deducted from the 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 conditions stipulated in article 4 then 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.

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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

If the teacher is placed on availability, the 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 paragraphs 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 postpone the leave until such time as he or she is no longer disabled subject to paragraph d) of article 2. The teacher is then entitled to a salary insurance benefit based on the salary provided for in the contract.

If the disability still exists during the last year of the contract or the last half year of the contract in the case of a half-year leave, the said contract may then be interrupted before the leave begins until the end of the disability, subject to paragraph d) of article 2. During the period of interruption, the teacher is 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 is 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 is entitled to the salary insurance benefit specified in the entente 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 annuity 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 contributions to the pension plan. In addition, any disability annuity 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 of subparagraph 1) or 2) of paragraph d) of article 9 apply.

11. Maternity, paternity or adoption leave

a) The deferred salary leave cannot be interrupted for 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 suspended for the duration of the maternity, paternity or adoption leave and shall be extended accordingly following its termination; during the suspension, the provisions of the entente 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 postpone the deferred salary leave to another school year subject to paragraph 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 prevail.

13. Percentages of salary

a) For a half-year leave:

- a 2-year contract: 75% of the salary;
- a 3-year contract: 83.34% of the salary;
- a 4-year contract: 87.5% of the salary;
- a 5-year contract: 90% of the salary.

b) For a one-year leave:

- a 3-year contract: 66.66% of the salary;
- a 4-year contract: 75% of the salary;
- a 5-year contract: 80% of the salary.

14. Reimbursement

a) Half-year leave:

1) For a 2-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 3-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 4-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 5-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 3-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 4-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 5-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 IX **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, 20 ___ and expires on June 30, 20 ___ .

The agreement can expire on another date under the circumstances and according to the terms and conditions prescribed in clauses 5-22.17 and 5-22.18.

Reference: article 5-22.00

2. **Time worked**

For the term of the agreement, the teacher's time worked shall be equal to a percentage of the 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 workweek or its equivalent within a school year.

Article 2 applies subject to the first paragraph of clause 5-22.07.

3. **Other terms and conditions for implementing the plan agreed to with the teacher**

_____

_____

_____

_____

_____

_____

IN WITNESS WHEREOF, the parties have signed at _____ this _____ day of the month of _____ 20 ___ .

_____ _____
For the school board Teacher

APPENDIX X 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 entente.

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 6-1.01

APPENDIX XI **EXCERPT FROM THE REGULATION RELATIVE TO THE DEFINITION OF WHAT CONSTITUTES A PEDAGOGICAL OR EDUCATIONAL POSITION FOR PURPOSES OF THE EDUCATION ACT (CQLR, CHAPTER I-13.3) (as it was in effect on June 30, 1989)**

The following constitutes a pedagogical or educational position:

a) the position of full-time teacher;

or

b) any full-time consulting, management, coordinating or directing position related directly to the administration of teaching programs, the pedagogical organization of schools, academic or personal training of pupils or teachers, parapedagogical activities or personal services to pupils.

O.C. 1417-70, (1970) 102 G.O., 2141

Reference: clause 6-2.02

APPENDIX XII CALCULATION OF YEARS OF EXPERIENCE

Examples of the application of clause 6-2.03

I-

Teacher X is currently paid:

After | 90 days
+ |
After | 45 + | 90 days
(135) |
After + | 45 + | 90 days
(135) |
After | 45 + | 90 days
(135) |
After one year full-time + | (6-2.02)
|
After part-time, replacement, | 45 + 90 days
by-the-lesson (135)
or casual supply teacher

Years of 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 purposes 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

[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.

Reference: clause 6-2.03

APPENDIX XIII **PROVISIONAL CLASSIFICATION**

School board: _____

Teacher: _____

Education	Diploma	Years recognized
Secondary school	_____	_____
College	_____	_____
	_____	_____
University	_____	_____
	_____	_____
	_____	_____
	_____	_____
Total years recognized		_____

Provisional classification determined by the board: _____

Date: _____

Signature: _____

For the board

Reference: clause 6-3.03

APPENDIX XIV COMMITTEE ON THE IMPLEMENTATION OF A WORK YEAR AND WORKWEEK PILOT PROJECT IN THE VOCATIONAL TRAINING SECTOR

1) The purpose of this appendix is to take into consideration the particular characteristics of the work year and workweek in the vocational training sector.

2) Within 60 days of the coming into force of the entente, the Ministère and the QESBA, on the one hand and QPAT, on the other hand, shall set up a committee composed of four members, two of whom shall be designated by the employer group and two shall be designated by the union.

3) The committee's mandate shall be to:

   a) develop a pilot project in the vocational training sector in order to explore an organizational model that differs from that prescribed under clauses 13-15.06 (work year) and 13-15.07 (workweek);

   b) define the manner in which the project will be implemented, including the number of school board and union participants as well as the specialties or subspecialties concerned;

   c) oversee its implementation;

   d) conduct pertinent follow-ups on a regular basis with the Provincial Advisory Committee;

   e) support the school boards and unions involved in the pilot project.

4) The committee may include other resource persons.

5) No later than one year before the expiry of the entente, the committee shall provide the Provincial Advisory Committee with a progress report on the work accomplished, the results obtained and its recommendations to the parties.

6) Following the recommendations prescribed in the preceding article, the Provincial Advisory Committee shall make its recommendations to the Ministère and to the QESBA, on the one hand, and to QPAT, on the other hand.

APPENDIX XV **SALARY DEDUCTIONS APPLICABLE TO AUTHORIZED ABSENCES WITHOUT SALARY FOR A PERIOD OF LESS THAN ONE WORK YEAR, UNAUTHORIZED ABSENCES OR ABSENCES USED FOR PURPOSES OTHER THAN THOSE AUTHORIZED**

In the youth and adult education sectors, clause 6-7.04 shall read as follows:

"6-7.04

For any authorized absence without salary[1] for a period of less than one work year, any unauthorized absence or any absence used for purposes other than those authorized, the board shall deduct an amount from the teacher's applicable annual salary.

Amount deducted = (A/60) X (T/1 280[2])

Where:

A = number of minutes of absence for the day concerned[3]

and

T = applicable annual salary on scale

The number of minutes of absence for the day concerned includes the total presence time prescribed and missed, including the time devoted to work of a personal nature[4].

The annual salary applicable on scale does not take into account the actual percentage of the workload of the teacher concerned."

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1 Subject to clause 5-13.11

2 The divider 1 280 is used solely for the purposes of applying this formula. It must not be interpreted as representing the total number of hours on the basis of which the annual salary is determined. The parties agree that an absence entails a corresponding reduction in the other work hours recognized for salary purposes.

3 Any absence of less than one hour must be treated as a 60-minute absence.

4 Subject to subclause d) of clause 8-6.02

Reference: clause 6-7.04

APPENDIX XVI DISTANCE TEACHING IN THE ADULT EDUCATION AND VOCATIONAL TRAINING SECTORS

The manner in which a distance teaching program will be developed and implemented shall be submitted to the board-level participating body of teachers for consultation determined under clauses 11-7.01 and 13-8.01.

APPENDIX XVII DISTRIBUTION OF THE AMOUNT AVAILABLE IN ORDER TO FACILITATE THE PROFESSIONAL IMPROVEMENT OF TEACHERS IN ISOLATED AREAS

The amount available to each board referred to in this appendix shall be calculated as follows:

$$\frac{\text{Amount prescribed in clause 7-1.02}}{t} \times n \times f$$

where

t = total number of teachers in full-time equivalents, excluding teachers on availability, in service on September 30 of each school year and working in the territory of each of the boards indicated by applying the weighting factor[1] to the total number of teachers in each board:

Central Québec S.B.	(localities of Chapais, Chibougamau, Schefferville and Kawawachikamach)
Eastern Shores S.B.	
Western Québec S.B.	(localities of Témiscaming, Val d'Or and Rouyn-Noranda)

n = total number of teachers in full-time equivalents, excluding teachers on availability, in service on September 30 of each school year and working in the territories of the aforementioned boards.

f = weighting factor for each of the boards:

Central Québec S.B.	(localities of Chapais, Chibougamau, Schefferville and Kawawachikamach)	4
Eastern Shores S.B.		3.5
Western Québec S.B.	(localities of Témiscaming, Val d'Or and Rouyn-Noranda)	3

[1] $t = [n^1f^1 + n^2f^2 + n^3f^3]$

Reference: clause 7-1.02

APPENDIX XVIII ESTABLISHMENT OF MAXIMUM AND AVERAGE NUMBER OF STUDENTS IN A GROUP OF STUDENTS WITH HANDICAPS, SOCIAL MALADJUSTMENTS OR LEARNING DIFFICULTIES INCLUDING STUDENTS OF DIFFERENT TYPES

The maximum number of students in the 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 the 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 more students of one or more types of students with handicaps or with severe behavioural difficulties including, in the calculation, students referred to in subparagraph 3 of subclause a) of clause 8-4.04.

EXAMPLE

At the secondary level, a group of 14 students is made up as follows:

Number of students	Identification	Maximum
7	Moderate to severe intellectual handicaps	14
4	Severe behavioural difficulties	11
3	Severe motor impairments	11

$$\frac{14}{7/14 + 4/11 + 3/11} = 12.28$$

Maximum: 12
Average: 10
Maximum is exceeded by: 2

Reference: clause 8-4.01 d)

APPENDIX XIX ESTABLISHMENT OF THE MAXIMUM NUMBER OF STUDENTS IN A GROUP INTO WHICH STUDENTS WITH HANDICAPS, SOCIAL MALADJUSTMENTS OR LEARNING DIFFICULTIES ARE INTEGRATED

For the purposes of calculating the maximum, the board applies 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 prescribed in article 8-4.00 for the group into which the student is integrated.
- M is the maximum prescribed in article 8-4.00 for the type of students with handicaps or students with 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 is not taken into account.

If the product of the number of students thus weighted results in a fraction, the following formula applies:

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.

This weighting rule applies only to students identified as being handicapped or as having social maladjustments or learning difficulties by the board and is only used for the time during which he or she is identified as such.

Example: two students with behavioural difficulties at the secondary level are integrated into a general education course with 30 students (before integration).

Maximum of the group into which the two students are integrated is 32

Maximum of the type to which the two students belong is 14

Weighting factor $= \frac{32}{14} = 2.286$

Number of students integrated = 2 x 2.286 = 4.752 = 5

Total number of students in the group = 30 + 5 = 35

Reference: clauses 8-4.01 e) and 8-9.09

In this case, the number of students exceeds the maximum prescribed (32) by three students and the teacher is therefore entitled to the compensation prescribed in subclause g) of clause 8-4.01.

APPENDIX XX USE OF THE COMPENSATION FOR EXCEEDING THE MAXIMUM NUMBER OF STUDENTS PER GROUP

This appendix applies to schools that choose to adhere to it in accordance with article 8-10.00.

Section A Funds

1. Funds shall be allocated to the school budget and shall be used for the measures approved under this appendix.

2. The amount allocated to the school is the amount that would have been payable as oversize class compensation. For the purposes of applying section B, an estimated amount shall be determined as follows:

   a) On October 15, if a group exceeds the maximum prescribed in article 8-4.00, an amount based on the number of excess students shall be estimated retroactively to the first day as of which the number of students in the group exceeds the maximum.

   b) If a group only exceeds the maximum after October 15, the estimated amount shall be determined as of the date on which the number of students exceeds the maximum.

   c) The estimated amount shall be determined on the assumption that the group will exceed the maximum for the remainder of the school year.

   d) The estimated amount (F) shall be based on the following formula:

$$F = \frac{27 \times N}{\text{Average}} \times D \times \$1.20$$

   where:

   N is the number of students in the group exceeding the maximum prescribed for the group, the group being weighted according to the following formula: the first excess student counts as one student, the second excess student counts as 1.25 students and the other excess students count as 1.5 students.

   The average is the average determined in article 8-4.00 for this type of group.

   D is the prescribed number of teaching hours of the teacher concerned in the group during the school year or for a portion of the school year in accordance with subparagraph b) of article 2.

   e) In order to simplify the planning and use of the funds, the board shall inform the school administration and the teachers concerned as soon as possible of the estimated amount that will be allocated for the school year.

Reference: clauses 8-4.01 g) and 13-15.04

f) If the number of excess students increases during the school year, the estimated amount shall be adjusted accordingly.

g) If the number of excess students decreases during the school year, the estimated amount shall be reduced during the school year by the board after having consulted the teachers concerned.

Section B Use of funds

3. Subject to subparagraph g) of article 2, the funds may be used to hire additional staff to work with students, provided that the staff does not acquire tenure. The funds may also be used to buy instructional materials for the school or to release teachers from their usual duties to participate in professional development activities or any other activity designed to improve student success.

4. If the funds are earmarked for a project involving a group of teachers or the entire teaching staff of the school, the project must specify how the funds will be used.

5. The committee prescribed in clause 8-9.05 must be consulted concerning any element of the school's organization plan dealing with the use of funds related to students covered by article 8-9.00. The plan must be submitted to the teachers for approval in accordance with article 8-10.00.

6. In general, the plan applies to the entire school year, but can be reviewed under article 5.

7. The funds can only be used for the elements approved in the plan.

8. Any expense financed under this appendix must take into account the distribution of the resources available for the school and respect the budgetary parameters established by the Ministère.

9. The Provincial Advisory Committee shall study any provincial matter dealing with this appendix. In the event that the application of this appendix generates higher costs than those generated by the application of Appendix XXI, the parties may review or remove the appendix from the entente.

APPENDIX XXI COMPENSATION FOR EXCEEDING THE MAXIMUM NUMBER OF STUDENTS PER GROUP

This appendix applies to schools of over 100 students and to those that choose to adhere to it in accordance with article 8-10.00.

A) For each group of students whose number exceeds the maximum prescribed in article 8-4.00 or 13-15.00, the teacher concerned is entitled, subject to articles 5-10.00 and 5-13.00, to the 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 the group in excess of the maximum prescribed for the group, the number being weighted according to the following formula: the first student exceeding the maximum counts as 1 student, the second student exceeding the maximum counts as 1.25 students and the third student and any additional student count as 1.5 students.

Average equals the average determined in article 8-4.00 or 13-15.00 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.

The time reflects the number of hours at the preschool and elementary levels and the number of 50-minute periods or the equivalent in general education at the secondary level or in vocational training, multiplied by the number of teaching days prescribed in the school calendar for which such 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 exceeding the maximum prescribed;
- $2 190 for the second student exceeding the maximum prescribed;
- $2 628 for any other student exceeding the maximum prescribed.

Reference: clauses 8-4.01 g) and 13-15.04

EXAMPLE

A teacher at the secondary level has a group of 36 students (the maximum of which is 32) for five periods of 50 minutes during the entire school year.

$$C = \frac{27 \times N}{\text{Average}} \times D \times \$1.20$$

N = 5.25 in this case due to the fact that the maximum is exceeded by four students (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

$$C = \frac{27 \times 5.25}{30} \times 5 \times \frac{180}{5} \times \$1.20 = \$1\,020.60$$

APPENDIX XXII AGREEMENT ON EDUCATIONAL SUCCESS

Considering the importance of investing in the educational success of students;

Considering that studies reveal the importance of rapid intervention as early as preschool;

Considering the policy of the Ministère on students with handicaps, social maladjustments or learning disabilities;

Considering the provisions of this agreement;

Considering the decision of the Minister of Education announced on December 21, 1999 to allocate additional teaching resources;

Considering the need to assess such an 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 plan;

Considering the needs created by the multiethnic and multicultural communities;

The parties agree as follows:

1. For the duration of the entente, the following rules governing the formation of regular student groups apply:

School year	Students	Av.	Max.
As of 2000-2001	Preschool, 5-year-olds - in economically disadvantaged areas	18	20
As of 2001-2002	Preschool, 5-year-olds	18	20
	Grade 1, elementary school - in economically disadvantaged areas	18	20
As of 2002-2003	Grade 1, elementary school - elsewhere than in economically disadvantaged areas	20	22
	Grade 2, elementary school - in economically disadvantaged areas	18	20
As of 2003-2004	Grade 2, elementary school - elsewhere than in economically disadvantaged areas	22	24

Reference: clauses 8-4.02, 8-4.03 and 8-4.04

School year	Students	Av.	Max.
As of 2009-2010	Grade 3, elementary school - elsewhere than in economically disadvantaged areas	24	26
	Grade 3, elementary school - in economically disadvantaged areas	22	24
	Grade 4, elementary school - in economically disadvantaged areas	22	24
As of 2010-2011	Grade 3, elementary school - in economically disadvantaged areas	18	20
	Grade 4, elementary school - in economically disadvantaged areas	18	20
As of 2011-2012	Grade 4, elementary school - elsewhere than in economically disadvantaged areas	24	26
	Grade 5, elementary school - in economically disadvantaged areas	22	24
	Grade 6, elementary school - in economically disadvantaged areas	22	24
	Secondary I	29	31
	Secondary II	29	31
As of 2012-2013	Grade 5, elementary school - elsewhere than in economically disadvantaged areas	24	26
	Grade 5, elementary school - in economically disadvantaged areas	18	20
	Grade 6, elementary school - elsewhere than in economically disadvantaged areas	24	26
	Grade 6, elementary school - in economically disadvantaged areas	18	20
	Secondary I	28	30
	Secondary II	28	30
As of 2013-2014	Secondary I	26	28
	Secondary II	27	29
As of 2016-2017	Preschool, 4-year-olds	14	17
	Preschool, 5-year-olds	17	19

2. The Ministère, in collaboration with the school boards, shall continue to evaluate the results obtained (e.g. follow-up of student cohorts). During the next few months, the final evaluation report including recommendations shall be submitted to the school boards and the union.

3. The parties shall meet to study the results and to discuss appropriate measures. The final evaluation of the results obtained shall enable the Ministère to decide whether, as of the coming into force of the next entente, to extend the above measures with or without changes.

4. During the implementation of the program, the rules governing the formation of groups prevail over those prescribed in subclause a) of clause 8-4.02, subclause a) of clause 8-4.03 and the first paragraph of subclause a) of clause 8-4.04.

APPENDIX XXIII LIST OF SCHOOLS[1] LOCATED IN ECONOMICALLY DISADVANTAGED AREAS COVERED BY THE SPECIAL RULES FOR THE FORMATION OF STUDENT GROUPS

This list is updated when Statistics Canada census results are conveyed by the Provincial Advisory Committee.

School Board	School code	School	Building code	Building
Central Québec	881017	La Tuque High School	881017	La Tuque
Central Québec	881021	MacLean Memorial School	881022	Maclean Memorial
Eastern Shores	882001	Belle Anse Elementary School	882009	Belle Anse Elementary School
Eastern Shores	882004	Shigawake Port Daniel School	882002	Shigawake Port-Daniel School
Eastern Shores	882005	Riverview School	882021	Riverview School
Eastern Shores	882008	Grosse Île High School	882014	Grosse Île High School
Eastern Shores	882015	Gaspé Elementary School	882011	Gaspé Elementary School
Eastern Shores	882016	Escuminac Intermediate School	882006	Escuminac Intermediate School
Eastern Shores	882017	St. Joseph/St. Patrick School	813012	St. Joseph/St. Patrick
Eastern Shores	882018	Flemming Elementary School	882007	Flemming Elementary School
Eastern Townships	883001	Asbestos-Danville-Shipton Elementary School	883001	Asbestos-Danville-Shipton
Eastern Townships	883014	Pope Memorial Elementary School	883023	Pope Memorial
Eastern Townships	883016	Sawyerville Elementary School	883027	Sawyerville
Eastern Townships	883019	Sunnyside Elementary School	883032	Sunnyside
Eastern Townships	883021	Waterloo Elementary School	883034	Waterloo
Sir Wilfrid Laurier	885165	Rawdon Elementary School	885007	Rawdon Elementary School
Western Québec	886005	Dr. Wilbert Keon School	886031	Dr. Wilbert Keon
Western Québec	886006	Golden Valley School	886028	Golden Valley
Western Québec	886007	St. John's Elementary School	886025	Saint John's
Western Québec	886008	Namur School	886004	Namur
Western Québec	886011	Buckingham Elementary School	886851	Complexe Héritage
Western Québec	886030	Maniwaki Woodland Elementary School	886029	Maniwaki Woodland
Western Québec	886032	Poltimore Elementary School	886003	Poltimore
Western Québec	886033	Queen Elizabeth Elementary School	886008	Queen Elizabeth
English Montreal	887012	Pierre Elliott Trudeau School	887005	Pierre Elliot Trudeau
English Montreal	887015	Gerald McShane School	887007	Gerald McShane
English Montreal	887026	Nesbitt School	887068	Nesbitt
English Montreal	887027	Our Lady of Pompei School	887099	Our Lady of Pompei
English Montreal	887032	Sinclair Laird School	887075	Sinclair Laird/St. Raphael Centre
English Montreal	887035	St. Dorothy School	887015	St. Dorothy
English Montreal	887036	St. Gabriel School	887016	St. Gabriel
English Montreal	887044	St. Raphael School	887075	Sinclair Laird/St. Raphael Centre
Lester B. Pearson	888024	Riverview Elementary School	888070	Riverview
Lester B. Pearson	888047	Verdun Elementary School	888065	Verdun
New Frontiers	889005	Franklin Elementary School	889005	Franklin
New Frontiers	889008	Heritage Elementary School	889008	Heritage
New Frontiers	889009	Gault Institute	889009	Gault Institute
New Frontiers	889010	Howick Elementary School	889010	Howick
New Frontiers	889011	Ormstown Elementary School	889011	Ormstown

[1] List of buildings with elementary-school students whose decile rank is 9 or 10 based on the 2015-2016 socio-economic milieu index that includes the percentage of families with children whose mother has no diploma, certificate or degree (2/3) and the percentage of households where the parents were unemployed during the reference week of the Census (1/3). The socio-economic data on families with children are from the 2006 Census.

Reference: clauses 8-4.02 and 8-4.03

APPENDIX XXIV SPECIAL CLASSES AND INDIVIDUALIZED PATHS FOR LEARNING CLASSES

Special classes and individualized paths for learning classes are organizational models for teaching designed to correspond to the particular needs of certain students and to ensure their educational success.

Individualized paths for learning are organizational models for teaching secondary school students who have fallen behind in their schooling to such an extent that, if only for a certain period of time, are unable to enroll in regular classes and require specific support measures.

Depending on how far behind the student is and on the nature of his or her needs, the student may be enrolled in a temporary or continuous individualized path for learning defined as follows:

a) a temporary individualized path for learning is designed to enable students to integrate 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 designed to enable students to integrate into a program better suited to their interests, needs and abilities, such as a program in the work-oriented training path.

Reference: clauses 8-4.03 and 8-4.04

APPENDIX XXV SPECIAL MEASURES CONCERNING MULTIGRADE CLASSES

Principle

1. Every year, the Ministère shall allocate $1.5M[1] for the 2016-2017, 2017-2018, 2018-2019 and 2019-2020 school years as a supplementary measure designed to provide support to teachers assigned to multigrade classes.

2. The amounts allocated to each board are intended for teachers working with multigrade classes and cover, among other things, the purchase of material, assuming responsibility occasionally for part of a group (commonly known as "déjumelage"), release time for the preparation of material or training (at the choice of the teachers concerned). The amounts shall be managed by the professional improvement committee prescribed in Chapter 7-0.00 or by another committee agreed upon between the board and the union.

[1] The amounts shall be allocated for all French-language and English-language school boards as well as for the Littoral School Board.

Reference: clause 8-4.06

APPENDIX XXVI PROGRAM DESIGNED TO RECOGNIZE VALUE ADDED AND TO ASSIST IN THE ASSIGNMENT, RECRUITMENT AND RETENTION OF TEACHERS

Part I General Principles

1.1 As of the 2011-2012 school year, a program designed to recognize value added and to assist in the assignment, recruitment and retention of teachers (hereinafter referred to as the "program") shall be set up, on the one hand, to recognize value added and, on the other hand, to allow the granting of incentive premiums for assignment, recruitment and retention.

1.2 Recognition supplements shall be granted for value added in assuming responsibilities in addition to the duties and responsibilities prescribed in the collective agreement.

The activities for which recognition supplements are granted are mainly the activities prescribed in subclause d) of clause 8-7.02 of the entente.

The projects for which recognition supplements are granted can be carried out individually, in a group or by school and may include, among others, sports, the arts or programs offered outside of the workweek (article 8-6.00 of the entente).

1.3 Incentive premiums are designed to recruit and retain qualified or experienced candidates, to facilitate assignment to positions deemed difficult or to recognize exceptional situations (for example, a group with a particularly high number of students in adult education).

1.4 This appendix applies to the recognition program negotiated by the provincial parties. The program is not designed to replace or cancel local recognition initiatives already in place, but rather is complementary, where applicable.

1.5 This appendix applies to all the teachers of the board.

Part II Roles and Responsibilities

Provincial Advisory Committee

2.1 Under this appendix, the Provincial Advisory Committee's mandate shall be:

a) to study any provincial matter concerning the program submitted to it by school boards or QPAT;

b) to prepare guidelines allowing boards to report on the measures in place for the recognition of value added and assistance in assignment, recruitment and retention, the expected effects of the measures introduced, the allocation criteria, the number of persons concerned and the attainment of the expected effects;

c) to receive the reports of school boards concerning the recognition program and to periodically evaluate the program;

d) to submit a final evaluation report to the Ministère no later than one year before the expiry of the entente.

Board-level participating body of teachers

2.2 The board shall inform a board-level participating body of teachers[1] of the amount available to the board under point 3.1 of this appendix.

2.3 In keeping with this appendix, the mandate of the board-level participating body of teachers shall be:

a) to recommend, on the basis of the amount available, to the board the portion to be allocated for incentive premiums and the allocation of that portion;

b) under point 3.4 and on the basis of the information obtained from school administrations, to prepare a report determining the total credits accumulated by each teacher so that the board may distribute, among the teachers, in accordance with point 3.7, the amount identified as recognition supplements;

c) to evaluate periodically the efficiency of the program on the recruitment and retention of qualified or experienced candidates and on the assignment to positions considered difficult;

d) to formulate recommendations to the board on any problem brought to its attention under subparagraph d) of point 2.5;

e) to report annually or upon request to the board. The report shall deal with the value-added recognition measures set up, the expected effects of the measures introduced, the allocation criteria and the number of persons concerned. The report shall also include an evaluation of the effects obtained.

2.4 Should the board refuse to apply the recommendations of a board-level participating body of teachers formulated under subparagraphs a) and b) of point 2.3, the committee must again address the issue.

School-level participating body of teachers

2.5 In keeping with this appendix, the mandate of a school-level participating body of teachers[1] shall be:

a) in accordance with point 3.4, to make recommendations on the activities recognized under the program and to ensure the respect of the rules used by the school administration to assign credits;

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[1] The membership and terms of reference of this body are determined under Chapter 4-0.00.

b) to periodically evaluate the efficiency of the program in the delivery of the activities concerned;

c) to make recommendations to the board-level participating body of teachers concerning certain positions or classes considered difficult in their school;

d) to report to the board-level participating body of teachers any difficulty in applying the program.

In carrying out its mandate, a school-level participating body of teachers shall take into consideration, where applicable, the school organization plan established under article 8-10.00.

Part III Distribution of Amounts

3.1 For each school year, the Ministère shall distribute equally, among the nine English-language school boards, 10% of the amount allocated for the program. The residual amount shall be distributed among the nine school boards in proportion to the number of teaching positions funded by the Ministère in the three sectors.

3.2 The board shall deduct from the amount received under point 3.1 any amount paid during the school year as a result of any grievance that arose from the application of this appendix.

In the event that the program is withdrawn or not renewed under Part IV, the board must also provide a reserve to cover any amount that may be paid concerning any grievance that arose or will arise as a result of the application of this appendix.

3.3 Following the recommendations of the board-level participating body of teachers, the board shall determine the proportion of the annual funding that it intends to earmark for incentive premiums and shall allocate the amount in keeping with point 3.6.

3.4 No later than June 1 or on any other date agreed to by the board and the union, as a result of the work of the board-level participating body of teachers, the board shall pay the teachers concerned[1], in keeping with point 3.7, the value-added recognition premium in proportion to the credits obtained by teachers during the school year based on the following principles:

a) Activities that are normally held at a frequency of once a week throughout the entire school year shall count as 30 credits (examples: stamp club, photography club, tutoring, mentoring, etc.).

b) Activities that are normally held at a frequency greater than once a week for part of the school year (approximately 30 sessions) shall count as 30 credits (examples: track and field team, badminton team, drama club, choir, etc.).

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[1] Subject to point 3.2

c) Activities that are normally held at a frequency greater than once a week throughout the entire school year shall count as 60 credits (examples: judo club, gymnastics club, swimming club).

d) Major activities including, among others, a school band, senior football team, senior basketball team, annual revue that are held frequently for part of the school year (approximately 60 sessions) shall count as 60 credits for the person in charge (head coach, band leader, etc.). These activities shall count as 45 credits for regular assistants.

e) Supervision of an intramural program shall count as one credit per session provided that each session lasts at least 30 minutes (examples: afternoon skating, school choir, etc.) A maximum of 60 credits may be granted per teacher for any one activity.

f) Other extracurricular activities shall be recognized at the rate of one credit per session provided that each session lasts at least 30 minutes. A maximum of 60 credits may be granted per teacher for any one activity.

g) As regards the maximums prescribed in subparagraph d), teachers accompanying students on overnight educational outings, which are approved by the board according to its policies, shall obtain 10 credits per night up to 30 credits per year.

3.5 Credits shall be granted for voluntary participation in activities approved by the principal after consulting the committee prescribed in point 2.5.

3.6 The annual incentive premium granted to a teacher, if need be, shall be limited to a maximum amount equivalent to 8% of his or her annual salary.

3.7 The annual recognition supplement granted to a teacher, if need be, shall be limited to a maximum amount equivalent to 8% of his or her annual salary.

3.8 Premiums and supplements shall not be pensionable earnings.

3.9 The board shall deduct the amounts that it must pay as an employer under the Income Tax Act (R.S.C. 1985, c. 1 (5th Supp.)) and the Taxation Act (CQLR, chapter I-3).

Part IV Program Evaluation and Follow-up

4.1 If the program does not achieve the expected effects or creates adverse effects, it shall be reviewed or withdrawn.

4.2 The final report prepared by the Provincial Advisory Committee under subparagraph d) of point 2.1 shall enable the Ministère to decide on which of the aforementioned measures will be removed or renewed.

APPENDIX XXVII 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 in the students' timetable and the time during which the students are present for these same courses, lessons and student activities shall be at least four and a half hours.

Reference: article 8-7.00

APPENDIX XXVIII PROVINCIAL COMMITTEE CONCERNING STUDENTS WITH HANDICAPS, SOCIAL MALADJUSTMENTS OR LEARNING DIFFICULTIES

Within 60 days of the signing of this entente, a provincial committee of no more than 12 members shall be set up. It shall consist of, on the one hand, three representatives of the employer group (QESBA and the Ministère) and, on the other hand, a union representative of each of the provincial negotiating union groups for each of the employment categories (support, professional and teaching personnel) working on a regular basis with students with handicaps, social maladjustments or learning difficulties in the English-language school boards.[1]

The mandate of the provincial committee shall be to make recommendations dealing with:

a) the services to be offered to at-risk students and to students with handicaps, social maladjustments or learning difficulties in order to foster their success;

b) the conditions and organization of work of the personnel in the education sector working with students with special needs.

The committee shall establish its own operating rules and shall set the calendar and location of its meetings. It shall prepare a written report for the provincial negotiating parties within 10 months after it is set up, unless the parties agree otherwise.

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[1] A separate provincial committee shall be set up for the Eastern Shores and Eastern Townships School Boards.

Reference: article 8-9.00

APPENDIX XXIX RESOURCES FOR AT-RISK STUDENTS AND STUDENTS WITH HANDICAPS, SOCIAL MALADJUSTMENTS OR LEARNING DIFFICULTIES[1]

1. Remedial teachers (support for learning)

For the term of the entente, each board shall maintain the same amount of remedial teaching resources as that prescribed in the appendix of the letter of agreement signed on November 4, 2009 with the Quebec Provincial Association of Teachers (QPAT) as specified in the following table:

Board	Total amount of remedial teaching resources
Central Québec	10.20
Eastern Shores	3.94
Eastern Townships	19.43
English Montreal	62.43
Lester B. Pearson	75.48
New Frontiers	7.72
Riverside	27.17
Sir Wilfrid Laurier	39.85
Western Québec	16.53

2. Supporting teachers

2.1 For the term of the entente, 600 supporting teacher positions[2] at the secondary level shall be distributed among the school boards according to the parameters established by the MInistère.

2.2 The board shall hire the number of supporting teachers allotted by the Ministère.

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1 This appendix applies to French-language and English-language school boards.

2 The positions shall be distributed by the Ministère among the French-language and English-language school boards as well as the Littoral School Board.

Reference: clause 8-9.03

3. Special conditions

3.1 In the case where a school board cannot fill the total number of positions prescribed for a given year, the balance shall be carried over to the following school year.

APPENDIX XXX AMOUNTS ALLOCATED TO SUPPORT THE COMPOSITION OF YOUTH-SECTOR CLASSES

The Ministère shall allocate an amount corresponding to the number of teachers represented by the Quebec Provincial Association of Teachers (QPAT) based on an amount of $20M set out in the budgetary parameters.

The amounts shall be earmarked for schools to support the composition 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 models for organizing services that could be implemented in schools to provide support for the composition 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-level committee prescribed in clause 8-9.05 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.

Reference: clause 8-9.03 c)

APPENDIX XXXI AT-RISK STUDENTS AND STUDENTS WITH HANDICAPS, 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 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, 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, 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...).

Reference: clause 8-9.06 c)

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".

For the annual September 30 declaration of enrollments, the definitions of students described in this document allow for the recognition as handicapped of students who fulfill 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 and also 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.

Students are considered "handicapped by an organic impairment" 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 an evaluation of their level of functioning indicates:

- marked difficulties in the following areas:
  - language development;
  - verbal expression;
  - cognitive verbal functions;
- 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 student services and an adapted pedagogy.

1.2.1 Serious language disorders

For the sole purpose of applying article 8-4.00, 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 severe 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 severe 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 severe intellectual handicaps

An intellectual handicap is qualified as "moderate to severe" 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 severe intellectual handicap. The results of standard cognitive functioning tests can be translated into a development quotient by means of the following formula:

$$\text{Development quotient} = \frac{100 \text{ X developmental age}}{\text{chronological age}}$$

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;

- manifestly limited perceptual, 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 sensory 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:

$$\text{Development quotient} = \frac{100 \text{ X developmental age}}{\text{chronological age}}$$

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 clearly abnormal or inadequate development of social interaction and communication and 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: some students have no language, while others engage in echolalia, invert pronouns, etc.;
- behavioural problems such as hyperactivity, abnormal passivity, fits, fearfulness in ordinary situations or a lack of fear in dangerous situations, etc.;
- mannerisms, stereotyped and repetitive gestures, etc.

[1] Diagnostic and Statistical Manual of Mental Disorders

Rett syndrome, childhood disintegrative disorder, Asperger syndrome or a non-specific pervasive developmental disorder are also considered pervasive developmental disorders.

The severity of the disorders considered here is such that it prevents the students from carrying out tasks that would normally be appropriate for their age and school environment, without continuous support.

2.3 Psychopathological disorders

Students with psychopathological disorders are students whose overall functioning, through an evaluation carried out by a team of multidisciplinary specialists, using systematic observation techniques and standardized tests, leads to a diagnosis of:

A psychiatric disability that appears through a distortion in several areas of development, particularly in the area of cognitive development.

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 conclude that the developmental disorders entail marked difficulties in adapting to school life.

The developmental disorders considered here are of 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 definitions 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 carrying out tasks that would normally be appropriate for their age and school environment, without continuous support.

B.3) Students with severe physical handicaps

3.1 Severe motor impairments

Students are deemed to have a severe motor impairment when a neuromotor examination, carried out by a specialist, indicates one or more nervous, muscular or osteoarticular disorders.

Students are deemed "handicapped by a severe 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:

- severe functional limitations that may necessitate special training and regular assistance in performing daily activities;

- severe limitations in mobility (mobility 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 60º in the 90º and 180º 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, 1 000 and 2 000 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 XXXII ALLOCATION OF $1.95M TO SUPPORT COMPOSITION OF CLASSES

1. The Ministère shall grant $1.95M to support the composition of classes for the following four school years:

   - 2016-2017: $1.95M;
   - 2017-2018: $1.95M;
   - 2018-2019: $1.95M;
   - 2019-2020: $1.95M.

2. The amounts shall be distributed among the school boards according to the budgetary parameters established by the Ministère.

3. The board shall distribute the amount among the schools and shall determine organizational models for services offered at the elementary and secondary levels based on the recommendations made by the parity committee prescribed in clause 8-9.04 from among the following choices:

   - support for the composition of classes to take into account, in particular, the integration of students with behavioural difficulties into a regular class;
   - implementation of new service organizational models to provide support for the composition of classes, in particular, for opening groups of students allowing, for example, a priori weighting, implementation of transition, resource or specialized classes, addition of teaching resources for direct services to student learning, addition of services, etc.

4. Based on the service organizational models determined by the board, the school administration shall decide on the allocation process for the resources based on the recommendations of the school-level committee prescribed in clause 8-9.05.

5. Amounts not used during the school year in which they are allocated shall be transferred to the following school year.

APPENDIX XXXIII PROGRESSIVE ENTRY OF PRESCHOOL STUDENTS

Terms and conditions

After consulting the union, the board shall determine the terms and conditions for organizing the progressive entry of preschool students over three days, taking into account the characteristics of each milieu.

The preceding paragraph shall not have the effect of preventing the board from determining terms and conditions aimed at spreading the progressive entry over a period of more than three days.

However, a progressive entry shall not be imposed in cases where the number of students in a group is less than half of the average applicable under clause 8-4.02.

Reference: article 8-10.00

APPENDIX XXXIV **LETTER OF INTENT CONCERNING THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN AND PERTINENT LETTERS OF AGREEMENT RESULTING FROM THE AGREEMENT DEALING WITH SALARY PARAMETERS, SALARY RELATIVITIES, PARENTAL RIGHTS AND REGIONAL DISPARITIES**

A) Letter of intent concerning the Government and Public Employees Retirement Plan (RREGOP) for employees covered by this plan under the Act respecting the Government and Public Employees Retirement Plan

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 dispute resolution related to provisions which provide for an increase in the general parameter for 2013 calculated on the basis of the increase in the nominal GDP for 2010, 2011 and 2012

D) Letter of agreement concerning the creation of a working committee to study problems related to outings

E) Letter of agreement concerning the implementation of salary relativities on April 2, 2019

F) Letter of agreement concerning the creation of a working committee on the complementary maternity leave allowance adjustment

G) Letter of agreement on the abolishment of certain premiums

A) Letter of intent concerning the Government and Public Employees Retirement Plan (RREGOP) for employees covered by this plan under the Act respecting the Government and Public Employees Retirement Plan

a) Legislative and regulatory amendments

The government shall adopt the necessary orders-in-council and propose to the National Assembly the adoption of the necessary legislative provisions to make the amendments prescribed in sections b) to e) to the Government and Public Employees Retirement Plan (RREGOP).

These amendments must apply to all the years of service of all participants (active or inactive).

b) Reduction applicable to early retirement

For participants whose last day worked is July 1, 2020 or later, the reduction applicable to early retirement is increased from 4% per year (0.33% per month) to 6% per year (0.5% per month).

c) Eligibility for a pension without reduction

For participants whose last day worked is July 1, 2019 or later, eligibility for a pension without reduction is increased from 60 to 61 years of age.

For participants whose last day worked is July 1, 2019 or later, a new eligibility criterion for a pension without reduction is added:

- a participant whose combined age and years of service total 90 is eligible, provided that he or she is at least 60 years old.

d) Transitional provisions

The amendments prescribed in sections b) and c) do not apply to persons who, before the bill resulting from this agreement was introduced in the National Assembly, had begun to reduce their working time under a progressive retirement agreement defined in sections 85.5.1 to 85.5.5 of the Act respecting the Government and Public Employees Retirement Plan.

Moreover, these amendments do not apply to persons who have begun to reduce their working time under a progressive retirement agreement within 100 days of that date and whose reduced working time corresponds to at least 20% of the regular time of a full-time employee.

e) Maximum number of years of service for pension purposes

The maximum number of years of service credited that can be used for pension purposes shall be increased gradually so as to reach 40 years on December 31, 2018. Subject to the following, these years guarantee the same benefits as the previous ones:

- As of January 1, 2017, the number of years of service credited for pension purposes in excess of 38 years must be service accomplished or redeemable. No buy-back of service prior to January 1, 2017 may cause the service credited for pension purposes to exceed 38 years on January 1, 2017.

- Retroactive measures shall not be allowed. Service in excess of 38 years credited for pension purposes prior to January 1, 2017 cannot be recognized for mandatory contributions or service buy-back.

- The pension reduction applicable as of 65 years of age (QPP coordination) does not apply to the years of service credited for pension purposes exceeding 35 years.

- Contributions shall be paid for any service accomplished, as of January 1, 2017, beyond 38 years of service credited up to a maximum of 40 years of service credited.

As regards the revalorization of pension credits, the increase in the maximum number of years of service from 38 to 40 years must not have the effect of increasing or decreasing the number of years that would be revalorized if this measure did not exist.

The amendments described in section e) also apply to the Civil Service Superannuation Plan (CSSP), the Teachers Pension Plan (TPP) and the Pension Plan of Certain Teachers (PPCT).

B) Letter of agreement concerning the creation of a working committee on the Government and Public Employees Retirement Plan (RREGOP)

The parties agree to set up a working committee whose mandate shall be to study the provisions and financing of RREGOP, taking into account certain specific issues, namely:

- its growing maturity;
- increase in life expectancy;
- evolution of financial markets.

This working committee shall be composed of three representatives of the employer group and of one representative of each of the following unions: the Confédération des syndicats nationaux (CSN), the Québec Federation of Labour (QFL) and the Secrétariat intersyndical des services publics (SISP[1]).

The work shall begin 18 months prior to the expiry of the collective agreement. The working committee shall report, jointly or separately, on the findings to be presented to the negotiating parties no later than six months before the expiry of the collective agreement.

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[1] The SISP is the bargaining agent on behalf of the CSQ, APTS and SFPQ.

C) Letter of agreement concerning the dispute resolution related to provisions which provide for an increase in the general parameter for 2013 calculated on the basis of the increase in the nominal GDP for 2010, 2011 and 2012

- Considering the agreement dealing with salary parameters concluded on July 9, 2010 between the government and the Common Front;

- Considering the existing disputes related to the provisions allowing for an additional salary increase for 2013 calculated on the basis of the increase in the nominal GDP for 2010, 2011 and 2012;

- The Confédération des syndicats nationaux (CSN), the Québec Federation of Labour (QFL) and the Secrétariat intersyndical des services publics (SISP[1]) shall, on behalf of all the affiliated unions concerned, withdraw in their name any grievance, notice of disagreement or any other recourse submitted to contest the employer's decision not to increase the salary scales and rates for 2013 by an additional percentage pursuant to the provision related to the increase in the nominal GDP for 2010, 2011 and 2012.

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[1] The SISP is the bargaining agent on behalf of the CSQ, APTS and SFPQ.

D) Letter of agreement concerning the creation of a working committee to study problems related to outings

Eighteen months prior to the expiry of the collective agreement, the parties shall set up a working committee under the Secrétariat du Conseil du trésor dealing with outings related to sector III, IV or V that can generate a taxable benefit.

The mandate of the working committee shall be:

a) to document whether outing expenses paid or reimbursed by the employer is a taxable benefit;

b) to gather quantitative and qualitative data on the health, education and civil service sectors;

c) to analyze available data;

d) to identify possible solutions;

e) to report, jointly or separately, on the findings to be presented to the negotiating parties no later than six months prior to the expiry of the collective agreement.

This working committee shall be composed of three representatives of the employer group and of one representative of each of the following unions: the Confédération des syndicats nationaux (CSN), the Québec Federation of Labour (QFL) and the Secrétariat intersyndical des services publics (SISP[1]).

[1] The SISP is the bargaining agent on behalf of the CSQ, APTS and SFPQ.

E) Letter of agreement concerning the implementation of salary relativities on April 2, 2019

Within 120 days of the signing of the collective agreement, the parties agree to set up a working committee under the Secrétariat du Conseil du trésor.

The mandate of the working committee shall be:

a) to study problems that can arise during the implementation of salary relativities and to agree, if need be, on solutions;

b) to discuss and agree 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).

This working committee shall be composed of six representatives of the employer group and of two representatives of each of the following unions: the Confédération des syndicats nationaux (CSN), the Québec Federation of Labour (QFL) and the Secrétariat intersyndical des services publics (SISP[1]).

[1] The SISP is the bargaining agent on behalf of the CSQ, APTS and SFPQ.

F) Letter of agreement concerning the creation of a working committee on the complementary maternity leave allowance adjustment

Twelve months prior to the expiry of the collective agreement, the parties shall set up a working committee under the Secrétariat du Conseil du trésor dealing with the complementary maternity leave allowance adjustment.

The mandate of the working committee shall be:

a) to gather relevant data on contributions to various plans from which the person receiving the complementary maternity leave allowance from the employer is exempt;

b) to ascertain whether any changes have been made to the value of exemptions;

c) to determine the terms and conditions to be considered in evaluating the value of exemptions, if need be;

d) to report, jointly or separately, on the findings to be presented to the negotiating parties no later than three months prior to the expiry of the collective agreement.

This working committee shall be composed of three representatives of the employer group and of one representative of each of the following unions: the Confédération des syndicats nationaux (CSN), the Québec Federation of Labour (QFL) and the Secrétariat intersyndical des services publics (SISP[1]).

[1] The SISP is the bargaining agent on behalf of the CSQ, APTS and SFPQ.

G) Letter of agreement on the abolishment of certain premiums

The parties agree to abolish the following premiums as of the date on which the collective agreement is signed.

School boards

a) Psychiatric premium applicable to teachers working at the Hôpital Rivière-des-Prairies or the Centre hospitalier régional de Lanaudière (except for head of psychiatry)

b) Pedagogical responsibility premium applicable to the Hôpital Rivière-des-Prairies

This decision is based on the information provided by employers according to which there are no longer any employees receiving such premiums.

However, if an employee in the employ of the board on the day before the signing of the collective agreement was receiving one of these set premiums, the parties agree to administratively reinstate the premiums under the same conditions as those prescribed in the 2010-2015 agreement.

APPENDIX XXXV FEMINIZATION RULES

The rules found in the French text do not apply to the English version.

Reference: clauses 10-2.04 and 10-2.05

APPENDIX XXXVI HIRING OF ADULT EDUCATION TEACHERS

The parties agree that, for the purposes of hiring a teacher within the framework of adult education courses, the board shall try, whenever possible, to promote the hiring of a teacher who does not have a full-time position with the board or another employer as long as he or she meets the requirements of the position and of the teaching to be provided as determined by the board.

Reference: article 11-8.00

APPENDIX XXXVII TEACHERS COVERED BY CHAPTER 11-0.00 (ADULT EDUCATION) OR CHAPTER 13-0.00 (VOCATIONAL TRAINING) WHO ARE ELIGIBLE FOR A PART-TIME OR REPLACEMENT TEACHER CONTRACT BUT WHO DO NOT HAVE A TEACHING LICENCE

The following provision applies to a teacher covered by Chapter 11-0.00 (adult education) or Chapter 13-0.00 (vocational training) who is eligible for a part-time or replacement teacher contract under the terms of the agreement applicable to him or her, but who does not have a teaching licence: if the teacher concerned cannot, by law, be exempted from the obligation of having a teaching licence, he or she may nonetheless be hired at an hourly rate to provide the hours of teaching he or she would have provided, had he or she had a part-time or replacement teacher contract under the terms of the agreement, were it not for the fact that he or she does not have a teaching licence.

Reference: clauses 11-8.03 and 13-9.03

APPENDIX XXXVIII 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 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- PROVISIONS RELATING TO SUPPORT AND SUPERVISION

In light of this context and in keeping with the orientations of the Ministère, the board and the union agree on 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.

APPENDIX XXXIX PROVINCIAL ADVISORY COMMITTEE

The Ministère and the QESBA, on the one hand, and QPAT, on the other hand, shall form a Provincial Advisory Committee.

The committee shall consist of two representatives of the CPNCA (one representative of the Ministère and one representative of the QESBA) and two representatives of QPAT.

Each party may call upon resource persons.

The committee shall determine its own operating rules and the schedule of its meetings.

The committee's mandate shall be to study any matter of a provincial nature submitted by either party for discussion.

APPENDIX XL IMPLEMENTATION OF THE NEW SALARY STRUCTURE IN THE CONTEXT OF SALARY RELATIVITY

Please note that this appendix has been translated externally and validated by the Conseil du trésor.

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:

$$\text{Step Scale}_{\text{n}}, \text{Tow} - \text{clause Job} = \text{Step Scale}_{\text{n}}, \text{ReferenceJob X Adjustment \%}$$

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
Rankings	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
	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	

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
2	2109	Guidance Counsellor	21	
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

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
2	5106	Mechanics, class I	11	X
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	

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
2	4212	Audiovisual Technician	12	
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	

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
3	1534	Hearing Deficiencies Training Officer	22	
3	1105	Finance Officer	20	
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	

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
3	2240	Assistant Head Dietetics Technician	16	
3	2236	Assistant Head Medical Electro-Physiology Technician	17	
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	

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
3	1538	Ethics Counsellor	22	
3	1539	Genetic Counsellor	23	
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	

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
3	3445	Nursing Assistant Team Leader	14	
3	2459	Nurse Team Leader	19	
3	1911	Nurse Clinician	22	
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

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
3	5119	Offset Duplicator Operator	6	
3	5108	Data Processing Operator, class I	8	
3	5111	Data Processing Operator, class II	5	
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

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
3	3203	Autopsy Attendant	6	
3	3480	Beneficiary Attendant	7	
3	5117	Storeroom Attendant	4	
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	

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
3	6422	Establishment Guard	8	
3	3679	Lifeguard	6	X
3	2102	Contributions Technician	14	
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	

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
3	2270	Cardio-respiratory Physiology Technician	14	
3	2368	Prevention Technician	13	
3	2584	Psychosocial Research Technician	13	
3	2124	Specialized Computer Technician	16	
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

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
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	
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	

Sectors*	Class Title #	Class Titles	Ranking	Single Rate
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	
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%*