

# AGREEMENT BINDING

**E2**

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

**AND**

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

## Amendments

**A4**

**Modification to Appendix 1: List and description of the fields of teaching**

**A5**

**Addition of the Letter of Agreement No. 1: Letter of agreement concerning the teachers  
of the school boards who have 19 years of schooling or more with a doctorate**

**2005-2010**



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**AGREEMENT UNDER ARTICLE 9-5.00**

**THE PURPOSE OF THIS AGREEMENT IS TO AMEND THE 2005-2010 AGREEMENT  
CONCLUDED BETWEEN**

**ON THE ONE HAND:                      THE MANAGEMENT NEGOTIATING COMMITTEE FOR  
FRENCH-LANGUAGE SCHOOL BOARDS (CPNCF)**

**AND**

**ON THE OTHER HAND:                THE QUEBEC PROVINCIAL ASSOCIATION OF  
TEACHERS (QPAT) ON BEHALF OF THE TEACHERS'  
UNIONS WHICH IT REPRESENTS**

**Object:                      Modification to Appendix 1: List and description of the fields of teaching**

**The parties agree to the following:****I- APPENDIX I IS REPLACED BY THE FOLLOWING:****“APPENDIX I LIST AND DESCRIPTION OF THE FIELDS OF TEACHING****A) Preliminary**

- 1) All general education courses in each field of teaching that are included in the timetable of secondary level students are deemed to be identified to this field of teaching.
- 2) The COURSES and STUDENT ACTIVITIES offered to students at the secondary level by a school board offering secondary level education and included in the students' timetable shall only be of one of the following types:
  - a) the courses included in the official study programs from the Ministère for secondary level and student activities included in the student's education profile;
  - b) the courses included in the experimental study programs and the student activities included in the student's education profile;
  - c) the courses included in the local study programs and the student activities included in the student's education profile.
- 3) The teachers in all fields of teaching at the secondary level are deemed able to perform their tasks with the student groups who have courses in programs that do not belong to a specific discipline, such as an integrating project and a personal orientation project.
- 4) The description of the fields of teaching shall not limit the right of the board to define the disciplines in accordance with the agreement.

**B) List and description of the fields of teaching****Field 1**

- 1) Teaching at the preschool, elementary and secondary levels to students with handicaps, social maladjustments or learning disabilities, while specifying that such teaching means teaching to a group of students composed mostly or equally of students with handicaps, social maladjustments or learning disabilities.<sup>1</sup>
- 2) Notwithstanding the foregoing:
  - a) education provided by the remedial teacher (support for learning) falls under field 1, regardless of the number of students or the composition of the group of students (at-risk students or others);

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<sup>1</sup> The board shall verify the composition of such a group of students no later than June 30 or another date agreed to between the board and the union. Any modification made to the student group after that date shall not affect the determination of the field of teaching.

When verifying the composition of a group of students in temporary individualized paths for learning, the board shall take into account students it recognized as students with learning disabilities 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.

- b) teaching of FRENCH, SECOND LANGUAGE, PHYSICAL AND HEALTH EDUCATION, MUSIC and ARTS EDUCATION<sup>1</sup> to a group of students referred to in paragraph 1) falls into the field of teaching to which belongs the discipline, unless the board and the union agree to keep field 1 as described in paragraph 1) for one or more of the disciplines;

the board and the union can also agree that the teaching of other disciplines to a group of students as referred to in paragraph 1) falls into the field of teaching to which belongs the discipline.

## **Field 2**

Teaching in preschool, other than immersion classes.

## **Field 3**

Teaching of the specialty FRENCH, SECONDARY LANGUAGE (including teaching in preschool and primary immersion classes) in preschool and primary classes as well as teaching of general education courses in FRENCH, SECONDARY LANGUAGE at the secondary level.

## **Field 4**

Teaching of the specialty PHYSICAL AND HEALTH EDUCATION in preschool and primary classes as well as teaching of general education courses in PHYSICAL AND HEALTH EDUCATION at the secondary level.

## **Field 5**

Teaching of the specialty MUSIC in preschool and primary classes as well as teaching of general education courses in MUSIC at the secondary level.

## **Field 6**

Teaching of the specialty ARTS EDUCATION in preschool and primary classes as well as teaching of general education courses in ARTS EDUCATION at the secondary level.

## **Field 7**

Teaching in primary level classes other than prescribed in the fields of teaching 1, 3, 4, 5, 6 and 16.

## **Field 8**

Teaching of general education courses in ENGLISH, language of instruction, at the secondary level.

## **Field 9**

Teaching of general education courses, in science, notably in SCIENCE AND TECHNOLOGY and in TECHNOLOGICAL AND SCIENTIFIC APPLICATIONS, at the secondary level.

## **Field 10**

Teaching of general education courses in MATHEMATICS at the secondary level.

## **Field 11**

Teaching of general education courses in MORAL AND RELIGIOUS EDUCATION, in MORAL EDUCATION<sup>2</sup> and in ETHICS AND RELIGIOUS CULTURE at the secondary level.

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<sup>1</sup> Read “at the secondary level only” for the discipline ARTS EDUCATION except in the event when, at the date of signature of this agreement, the teaching of arts education at the primary level to a group of students as referred to in paragraph 1) belongs to field 6.

<sup>2</sup> The courses “Moral Education” and “Moral and Religious Education” shall be replaced by the course “Ethics and Religious Culture” as of July 1, 2008.

**Field 12<sup>1</sup>**

Teaching of general education courses in HOME ECONOMICS at the secondary level.

**Field 13**

Teaching of general education courses in INITIATION TO TECHNOLOGY and in KNOWLEDGE OF THE WORLD OF WORK at the secondary level.

**Field 14**

Teaching of general education courses in GEOGRAPHY, in HISTORY AND CIVIC EDUCATION, and in CONTEMPORARY ECONOMIC ENVIRONMENT at the secondary level.

**Field 15**

Teaching of general education courses in COMPUTER TECHNOLOGY at the secondary level.

**Field 16**

Teaching of LANGUAGES OTHER than English and French at the primary level as well as teaching of OTHER COURSES of general education at the secondary level that are not prescribed in the fields of teaching 3 to 6 and 8 to 15.

**Field 17**

Regular substitution.

**II- COMING INTO FORCE**

The present agreement shall come into force on the date it is signed, for the purpose of the 2008-2009 school year and of subsequent school years.

Reference: clause 5-3.09

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<sup>1</sup> Field 12 is null and void as of July 1, 2006.



**IN WITNESS WHEREOF**, the parties herein have signed at Quebec City this 3<sup>rd</sup> day of the month of March 2008.

**FOR THE MANAGEMENT  
NEGOTIATING COMMITTEE FOR  
FRENCH-LANGUAGE SCHOOL  
BOARDS (CPNCF)**

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

(signed) Bernard Tremblay

Mr. Bernard Tremblay  
CPNCF

(signed) Jean Beauchesne

Mr. Jean Beauchesne, Vice-President  
CPNCF

(signed) Denise Letarte

Mrs. Denise Letarte, Negotiator  
MELS

(signed) Mélanie Hillinger

Mrs. Mélanie Hillinger, Negotiator  
FCSQ

(signed) Oliver Dolbec

Mr. Olivier Dolbec, Negotiator  
QPAT

**AGREEMENT UNDER ARTICLE 9-5.00**

**THE PURPOSE OF THIS AGREEMENT IS TO AMEND THE 2005-2010 AGREEMENT  
CONCLUDED BETWEEN**

**ON THE ONE HAND: THE MANAGEMENT NEGOTIATING COMMITTEE FOR  
FRENCH-LANGUAGE SCHOOL BOARDS (CPNCF)**

**AND**

**ON THE OTHER HAND: THE QUEBEC PROVINCIAL ASSOCIATION OF  
TEACHERS (QPAT) ON BEHALF OF THE TEACHERS'  
UNIONS WHICH IT REPRESENTS**

**Object: Addition of the Letter of Agreement No. 1: Letter of agreement concerning  
the teachers of the school boards who have 19 years of schooling or more  
with a doctorate**

**The parties agree to the following:**

**PART I        ADDITION OF THE LETTER OF AGREEMENT NO. 1**

The following letter of agreement is added:

**“Letter of Agreement No. 1: Letter of agreement concerning the teachers of the school boards who have 19 years of schooling or more with a doctorate**

The parties agree to the following:

- 1) Notwithstanding clauses 6-5.01 and 6-5.02, a teacher who has 19 years of schooling or more with a doctorate cannot receive a salary lower than he or she would receive if he or she were remunerated under clause 6-5.03, based on the experience recognized under article 6-4.00.
- 2) On the first day of each school year, the board shall verify the salary applicable to teachers who have 19 years or schooling or more with a doctorate for that school year and shall make the necessary adjustments, if any, as prescribed in the preceding paragraph.
- 3) The salary of the teacher whose salary was decreased during the 2006-2007 school year as a result of a reclassification related to an attestation of schooling established at 19 years of schooling or more with a doctorate shall be adjusted to the rate applicable to him or her before his or her reclassification, retroactively by the 101st workday of the 2006-2007 school year.
- 4) As of the coming into force of the next collective agreement, the provisions of paragraphs 1 and 2 shall no longer apply.
- 5) In the context of the renewal of the provisions constituting the collective agreement, the parties shall discuss and agree on the solutions concerning the integration of the salary scale prescribed in clause 6-5.04 into the single-class salary scale prescribed in clause 6-5.03.

**PART II        MODIFICATION OF THE FOOTNOTE 1 IN CLAUSE 6-5.04**

The parties agree to modify footnote 1 in clause 6-5.04 in order to add the reference to the Letter of Agreement No 1.

**PART III       COMING INTO FORCE**

The present agreement shall come into force on the date it is signed.

**IN WITNESS WHEREOF**, the parties herein have signed at Quebec City this 3<sup>rd</sup> day of the month of March 2008.

**FOR THE MANAGEMENT  
NEGOTIATING COMMITTEE FOR  
FRENCH-LANGUAGE SCHOOL  
BOARDS (CPNCF)**

**FOR THE QUEBEC PROVINCIAL  
ASSOCIATION OF TEACHERS (QPAT)  
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FCSQ

(signed) Oliver Dolbec

Mr. Olivier Dolbec, Negotiator  
QPAT





The Management Negotiating Committee  
for **French-Language** School Boards

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