

2005-2010 AGREEMENT

BINDING

ON THE ONE HAND,

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

AND

ON THE OTHER HAND,

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

**In accordance with the Act respecting the process of negotiation of the
collective agreement in the public and parapublic sectors
(R.S.Q., c. R-8.2)**

Amended on June 26, 2006

Produced by the Comité patronal de négociation
pour les commissions scolaires francophones
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CHAPTER 1-0.00 DEFINITIONS**1-1.01 Definitions**

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

1-1.02 Year of schooling

Every complete year of schooling recognized as such for a teacher by the official attestation of the status of his or her schooling issued by the Minister, a board¹ or the board in accordance with the *Manuel d'évaluation de la scolarité* in force or considered in force on the date of the coming into force of the agreement.

1-1.03 Year of experience

Every year recognized in accordance with article 6-4.00.

1-1.04 Year of service

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

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

1-1.05 School year

School year as defined in the Education Act (R.S.Q., c. I-13.3).

1-1.06 Association

The Quebec Provincial Association of Teachers (QPAT).

1-1.07 Centre

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

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

1-1.08 Field of teaching

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

1-1.09 Department head

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

¹ Within the meaning of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

1-1.10 Management Committee

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

1-1.11 Board

The Littoral School Board.

1-1.12 Spouse

Persons:

- a) who are united by marriage or by civil union and cohabit;
- b) of the same or opposite sex who are living together in a conjugal relationship and are the father and mother of the same child;
- c) of the same or opposite sex who are living together in a conjugal relationship for at least one (1) year;

it being specified that the dissolution of the marriage by divorce or annulment or the dissolution of the civil union under the law, as well as any de facto separation for more than three (3) months in the case of persons living together in a conjugal relationship shall entail the loss of status as a spouse.

1-1.13 Agreement

This agreement including all the stipulations negotiated and agreed upon in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2) or resulting from the Act respecting the conditions of employment in the public sector (S.Q., 2005, c. 43).

1-1.14 Principal

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

1-1.15 Vice-principal

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

1-1.16 Scale

Any of the scales defined in clause 6-2.01.

1-1.17 Experience step

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

1-1.18 School

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

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

1-1.19 Teacher

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

1-1.20 Teacher-by-the-lesson

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

1-1.21 Part-time teacher

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

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

1-1.22 Full-time teacher

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

1-1.23 Teacher on availability

Status of a tenured teacher in surplus.

1-1.24 Itinerant teacher

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

1-1.25 Regular teacher

A teacher engaged by a tacitly renewable annual contract.

1-1.26 Supporting teacher

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

1-1.27 Agreement

This agreement including all the stipulations negotiated and agreed upon at the provincial level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2) or resulting from the Act respecting conditions of employment in the public sector (S.Q., 2005, c. 43).

1-1.28 Fédération

The Fédération des commissions scolaires du Québec (FCSQ).

1-1.29 Government

The Government of Québec.

1-1.30 Grievance

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

1-1.31 Students' timetable

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

1-1.32 Legally qualified

A person who is legally qualified has a personal teaching authorization issued by the Minister. The authorization is granted in one of the following forms:

- 1) a teaching diploma;
- 2) a teaching permit;
- 3) a provisional teaching authorization.

1-1.33 Ministère

The Ministère de l'Éducation, du Loisir et du Sport.

1-1.34 Minister

The Minister of Education, Recreation and Sports.

1-1.35 Not legally qualified

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

1-1.36 Period

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

1-1.37 Administrative region

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

1-1.38 Union representative

Any person designated by the union to perform union duties.

1-1.39 Head teacher

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

1-1.40 Education sector

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

1-1.41 Specialist

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

1-1.42 Specialty

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

1-1.43 Casual supply teacher

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

1-1.44 Regular supply teacher

Regular teacher whose duties consist in replacing absent teachers.

1-1.45 Union

Lower North Shore English Teachers' Association

1-1.46 Salary

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

1-1.47 Total salary

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

CHAPTER 2-0.00 FIELD OF APPLICATION AND RECOGNITION**2-1.00 FIELD OF APPLICATION****2-1.01**

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

2-1.02

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

2-1.03

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

- 1) a casual supply teacher;
- 2) a teacher-by-the-lesson;
- 3) a teacher in the employ of the board who is teaching outside Québec following an agreement approved by the Minister between the teacher, the board, the Government of Canada, the government of another province or the Government of Québec.

2-1.04

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

2-1.05

Notwithstanding clause 2-1.01, only Chapter 11-0.00 applies to teachers covered by the 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.

2-2.00 RECOGNITION OF LOCAL PARTIES

This matter shall be 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 (R.S.Q., c. R-8.2).

2-3.00 RECOGNITION OF PROVINCIAL PARTIES**2-3.01**

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

2-3.02

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

CHAPTER 3-0.00 UNION PREROGATIVES**3-1.00 COMMUNICATION AND POSTING OF UNION NOTICES**

This matter shall be 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 (R.S.Q., c. R-8.2).

3-2.00 USE OF SCHOOL BOARD PREMISES FOR UNION PURPOSES

This matter shall be 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 (R.S.Q., c. R-8.2).

3-3.00 DOCUMENTATION TO BE PROVIDED TO UNION

This matter shall be 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 (R.S.Q., c. R-8.2).

3-4.00 UNION SYSTEM

This matter shall be 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 (R.S.Q., c. R-8.2).

3-5.00 UNION DELEGATE

This matter shall be 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 (R.S.Q., c. R-8.2).

3-6.00 LEAVES OF ABSENCE FOR UNION ACTIVITIES**Section 1 Leaves of absence without loss of salary, supplements or premiums for regional disparities, without reimbursement by the union and without deductions from the bank of authorized days****3-6.01**

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

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

3-6.02

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

- a) he or she is called or involved as a witness or plaintiff for the time deemed necessary by the arbitrator in a hearing which takes place in accordance with this agreement;
- b) he or she is required to act as an advisor during a hearing which takes place in accordance with this agreement;
- c) when he or she is required to participate, for the time deemed necessary by the tribunal, in a hearing of a tribunal set up under the Labour Code dealing with labour relations, provided that the board of the teacher concerned or, where applicable, the board where he or she taught the previous year, be a party to the dispute;

- d) the fact that he or she is involved in a hearing of a federal or provincial administrative tribunal as a witness arises from his or her status as an employee for the length of time deemed necessary by the tribunal;
- e) he or she is required to sit on a committee set up under this agreement.

3-6.03

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

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

3-6.04

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

3-6.05

- a) Under this section, the maximum number of days of absence authorized per year for the union shall be fifty (50) days.
- b) Without departing from the provisions of clause 3-6.13, if the absences are for two (2) consecutive days or more per week per teacher, they must be preceded by a notice of at least forty-eight (48) hours specifying the duration of the absence for each teacher.
- c) In the case of a teacher who does not wish to use one of the days mentioned in the notice, the board shall, upon a twenty-four (24)-hour notice to this effect, neither deduct nor request reimbursement for the unused days.
- d) The board shall pay for all substitution required because of the absences prescribed in this section and the union shall reimburse the board for the salary actually paid by the board to the person who filled the said absences.

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

3-6.06

- a) At the written request of the union or the Association before June 20, the board shall release, on a full-time basis for the entire following school year, every teacher designated by the union or the Association.
- b) At the written request of the union before June 20, the board shall release, on a part-time basis for the following school year, every teacher designated by the union.
- c) Between August 1 and June 1, within thirty (30) days of the union's written request, the board shall release, on a full-time or part-time basis for the balance of the current school year, every teacher required and designated by the union provided that the board has found a replacement.

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

3-6.07

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

- a) for the secondary-level teacher or the preschool and elementary-level specialist: a fixed period of time in his or her timetable¹;
- 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 timetable¹.

Following a written request from the union, the maximum number of teachers released on a part-time basis cannot exceed three (3) and, in no case, shall more than one (1) teacher per school be released.

3-6.08

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

3-6.09

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

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

3-6.10

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

Section 4 Leaves of absence without salary for union activities**3-6.11**

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

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

Section 5 General provisions**3-6.12**

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

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

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 twenty-four (24) hours in advance.

3-6.14

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

3-7.00 DEDUCTION OF UNION DUES OR THEIR EQUIVALENT

This matter shall be 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 (R.S.Q., c. R-8.2).

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

This matter shall be 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 (R.S.Q., c. R-8.2).

CHAPTER 5-0.00 CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS**5-1.00 ENGAGEMENT****Section 1 Engagement (subject to security of employment, priorities of employment and acquisition of tenure)****5-1.01**

This matter shall be 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 (R.S.Q., c. R-8.2).

Section 2 Contracts of engagement**5-1.02**

Engagement shall be the responsibility of the board.

5-1.03

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

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

5-1.04

The engagement of a full-time teacher, a part-time teacher or a teacher-by-the-lesson shall be made by contract according to the appropriate contract found in Appendix III.

5-1.05

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

5-1.06

Subject to the application of paragraphs 1), 2) and 3) of subclause A) of clause 5-3.20, the board may appoint a person already in its employ to a vacant teaching position.

5-1.07

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

5-1.08

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

5-1.09

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

5-1.10

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

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

5-1.11

The board shall offer a part-time contract to the casual supply teacher whom it engaged to replace a full-time or part-time teacher whose period of absence has been predetermined as being longer than two (2) consecutive months.

Notwithstanding the preceding paragraph, after three (3) consecutive months of absence of a full-time or part-time teacher, the casual supply teacher who replaced him or her during that time shall be offered a part-time contract without retroactive effect. One or more absences of the casual supply teacher totalling three (3) days or less during the accumulation of the three (3) consecutive months of replacement shall not interrupt the accumulation.

5-1.12

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

- a) for an incomplete school day for the whole school year, subject to clause 5-1.10;
- b) for an incomplete school week for the whole school year, subject to clause 5-1.10;
- c) for an incomplete school year, subject to clauses 5-1.07 and 5-1.11.

5-1.13

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

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

- 1) on June 30, in the case of a contract for an incomplete school day for the entire school year or for an incomplete week for the entire school year;
 - 2) at the earliest on the last day during which students are present in school during the current school year as established in the school calendar, in the case of a contract to complete a school year;
 - 3) on a specific date in all other cases, which date shall be clearly specified or shall depend on the occurrence of an event which is specifically prescribed.
- B) Notwithstanding paragraph A), the contract of engagement of a part-time teacher shall terminate on June 30 if it is a contract covering the last one hundred (100) days of the work year.

This paragraph shall apply only as of the 2006-2007 school year. For any period prior to the 2006-2007 school year, clause 5-1.13 of the 2000-2003 agreement shall continue to apply.

Section 3 Priority of employment list for the awarding of contracts (subject to security of employment, priorities of employment and acquisition of tenure)**5-1.14**

This matter shall be 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 (R.S.Q., c. R-8.2).

Section 4 Consequence of refusing a regular teaching position assigned under paragraph 9) of subclause A) of clause 5-3.20**5-1.15**

This matter shall be 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 (R.S.Q., c. R-8.2).

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

5-2.00 SENIORITY**5-2.01**

- A) The teacher in the employ of the board on June 30, 2000, 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 June 30, 2000, but who is entitled to seniority for the period prior to July 1, 2000.
- B) For the period from July 1, 2000 to June 30, 2005, seniority shall be evaluated according to the provisions of clauses 5-2.02 to 5-2.15 of the 2000-2003 agreement and shall be added to the seniority recognized on June 30, 2000.
- C) The board shall recognize the years of seniority, the years during which a person performed duties other than those of a teacher or professional; however, the period during which a person performed duties other than those of a teacher or professional since July 1, 1980 shall be recognized up to two (2) years of seniority.

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

- D) For every period after June 30, 2005, seniority shall be evaluated in accordance with the provisions of clauses 5-2.02 to 5-2.13 of the agreement and shall be added to the seniority already recognized.

5-2.02

Seniority means the period of employment:

- a) at the board; however, the period of employment in positions other than those of teacher or professional since July 1, 1980 shall not be accumulated for more than two (2) years;
- b) as a teacher in a school administered by a government ministry and situated in the board's territory;
- c) as a teacher in a school administered by an associated institution authorized by law and located in the territory of the board if the teaching which was provided by the school is assumed by the board.

5-2.03

Seniority shall be determined only for teachers under contract.

5-2.04

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

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

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

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

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

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

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

n = fraction of a year of seniority

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

5-2.05

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

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

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

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

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

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

5-2.06

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

5-2.07

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

- a) the resignation of the teacher, except in the case of a resignation followed by a reengagement by his or her board for services during the school year following the year of resignation;
- b) the dismissal, termination or nonreengagement uncontested or upheld by an arbitration decision, except in the case of a dismissal, termination or nonreengagement followed by a reengagement by his or her board for services during the school year following the year of the dismissal, termination or nonreengagement;
- c) if more than twenty-four (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 twenty-four (24) consecutive months have elapsed since the expiry of the contract of engagement of the part-time teacher or teacher-by-the-lesson and his or her reengagement by his or her board. Notwithstanding any provision to the contrary, the change made to this subparagraph with respect to subparagraph d) of the 2000-2003 agreement shall apply only as of February 1, 2006.

5-2.08

Within forty-five (45) days after the coming into force of the agreement, the board shall establish the seniority on June 30, 2005 of every teacher in its employ and shall forward a list thereof to the union. Unless the board and the union agree to correct the list, the seniority so established in accordance with subclauses B) and C) of clause 5-2.01 for every such teacher may only be contested in accordance with clause 5-2.09 and shall apply for every teacher until an arbitrator decides otherwise.

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

5-2.09

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

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

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

5-2.10

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

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

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

5-2.11

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

5-2.12

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

5-2.13

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

5-3.00 MOVEMENT OF PERSONNEL AND SECURITY OF EMPLOYMENT SYSTEM**Section 1 General provisions****5-3.01**

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

5-3.02

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

5-3.03

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

5-3.04

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

5-3.05

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

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

5-3.06

- A) No teacher shall be required to accept a transfer to a school situated fifty (50) kilometres¹ or more from his or her domicile and place of work at the time of his or her transfer, unless the board and the union agree otherwise.
- B) However, this limit does not apply in the case of the closing of a school where a teacher is teaching if there is no other school within the said fifty (50) kilometres either from his or her domicile or from the school which is closing.
- C) The teacher who is required to accept or who accepts, at the board's request, a transfer to a school which is more than fifty (50) kilometres from his or her domicile and school shall be entitled to the reimbursement of his or her moving expenses provided for in Appendix VI under the conditions stipulated therein.
- D) For the purpose of this clause, "school" means "the building where the teacher provides his or her teaching."

5-3.07

For the purpose of applying this article, if two (2) or more teachers have equal seniority, the teacher who has the most experience shall be considered as having the most seniority; and, of those who have equal experience, the teacher who has the most schooling shall be considered as having the most seniority.

Section 2 Tenure**5-3.08**

Tenure is the status acquired by the teacher who has completed at least two (2) full years of continuous service with the board as a full-time teacher or as a regular full-time employee in another position at the board since his or her engagement by the board.

- A) A leave of absence for union activities, a parental leave under article 5-13.00, an absence due to disability, a work accident or an occupational disease, special leaves, a leave of absence for educational matters, an educational leave with or without salary as well as any other leave of absence for which this agreement provides the payment of salary constitute service for the purpose of acquiring tenure.
- B) A nonreengagement because of surplus followed by a reengagement by the board or an engagement by another board during the following school year shall not interrupt continuous service.

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

- C) A teacher's acquisition of tenure shall be delayed proportionally in the case of an interruption in his or her service for reasons other than those mentioned in the preceding two subclauses, provided that his or her employment ties have not been severed.
- D) The board shall recognize the tenure and years of experience of a tenured teacher who leaves one board for another board following a resignation submitted in accordance with article 5-9.00. Moreover, the same applies to the notion of continuous service in the cases provided in clause 5-3.29.
- E) For the purpose of applying this clause, continuous service with an institution under the Ministère de la Santé et des Services Sociaux as a full-time pedagogue¹ during the two (2) school years preceding the year of integration shall be considered as service with the board.

Section 3 Fields of teaching

5-3.09

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

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

5-3.10

On the date of the coming into force of the agreement, every full-time teacher in the employ of the board shall belong to the field of teaching corresponding to the field of teaching to which he or she belonged under the 2000-2003 agreement and shall belong to this field for as long as he or she has not been assigned to another field by virtue of the agreement. The fact that a teacher belongs to a field shall not prevent him or her from being assigned to more than one field.

5-3.11

The teacher on leave with or without salary (including the teacher on a full-time leave for union activities) on the date of the coming into force of the agreement shall belong to the field of teaching corresponding to the field to which he or she belonged under the 2000-2003 agreement.

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

5-3.12

The teacher who teaches in more than one discipline² or field of teaching shall belong to the discipline or field of teaching in which he or she provides the major portion of his or her teaching. If there is equal distribution, the board must ask the teacher to which discipline or field he or she would like to belong for the purpose of applying this article. The teacher must indicate his or her choice within twenty (20) days of the board's request. Should the teacher fail to indicate his or her choice within the time allotted, the board shall decide.

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.

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

Section 4 Competency

5-3.13

- A) The teacher who is required to change discipline must have the competency. A teacher meets the competency criteria if he or she has the qualifications or experience required and if he or she meets the particular requirements of the position which are determined by the board in accordance with this article.
- B) For the purpose of this article, qualifications include all the training acquired by the teacher and certified by a degree, diploma, certificate or official attestation issued upon completion of courses or workshops that the board considers to be relevant to a given assignment.
- C) For the purpose of this article, the term "experience" includes the time that a teacher devoted to the teaching of a discipline and that the board considers to be relevant to a given assignment.
- D) However, subject to the particular requirements of a given position, the teacher shall be considered as meeting the competency criteria if he or she has the experience or the qualifications listed hereafter:
- 1) holds a specialized diploma or a specialized certificate¹ for the discipline in question; however, the teacher who holds a diploma or certificate in physical education shall be considered competent to teach physical education at the preschool, elementary or secondary level;
 - 2) holds a diploma which does not mention a specialty to teach students other than those with handicaps or social maladjustments or learning disabilities at the preschool or elementary level as a homeroom teacher;
 - 3) holds a diploma for the secondary level, in whole or in part, which does not mention a specialty, if it involves teaching general courses in one of the following disciplines: English², mathematics (1st cycle), science (1st cycle), human sciences;
 - 4) has at least one (1) year of experience, on a full-time basis or the equivalent on a part-time basis, of teaching in the discipline in question within the last five (5) years;
 - 5) has successfully completed fifteen (15) credits of specialization in the discipline in question within the same program of studies.
- E) When the board decides that it is necessary to have particular requirements, they must be determined beforehand after consultation with the union. These requirements must be directly related to the needs to be filled either because of the students concerned (deaf, blind, etc.) or because of the actual nature of the subject to be taught (violin, swimming lessons, etc.). The board and the union may agree to modify or replace this subclause.

Section 5 Needs and staff excess

5-3.14

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

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

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

² French for the French sector

5-3.15

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

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

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

5-3.16

- A) No later than April 20, the board shall provide the union with the list of the teachers affected by the assignment procedure by school, in alphabetical order and indicating for each: his or her seniority, discipline and field. Moreover, the board shall provide the union with student data for the current school year.
- B) At the same time, the board shall provide the union in writing with the list of teachers in Field 17 in alphabetical order indicating for each: his or her seniority, discipline and original school, where applicable, upon the teacher's arrival in Field 17.
- C) There shall be a staff excess in a field of teaching when the total number of teachers assigned to that field is greater than that forecast for the field for the following school year.
- D) Before April 30, the board shall, for the purpose of determining the excess by field and by school, draw up a list of teachers who have the least seniority in each of the fields of teaching. For each of the fields, the list shall include the number of teachers corresponding to the difference between the staff in each field and the needs forecast for the following school year.
- E) No later than May 5, the union shall be informed of this list of teachers who run the risk of being placed on availability or nonreengaged, which list shall be posted in all schools.
- F) The board and the union may modify or replace this clause.

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

This matter shall be 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 (R.S.Q., c. R-8.2).

5-3.18

- A) The teacher whose name appears on the list mentioned in subclause D) of clause 5-3.16 (subject to subclause F) of the same clause) and identified as excess staff by the application of the assignment and transfer procedure¹ shall be placed on availability as of the following July 1 if he or she is tenured or nonreengaged as of the following July 1 if he or she is not tenured.
- B) Moreover, the nontenured teacher who is not staff excess shall be nonreengaged because of surplus as of the following July 1 if a teacher already on availability in his or her board, another board or a teaching institution in the education sector who meets the competency criteria can displace him or her and thus cancel his or her placement on availability.
- C) In addition to the notices provided for in article 5-8.00, the board must before June 1 of the current school year notify by registered letter or certified mail teachers who are placed on availability or, as the case may be, nonreengaged because of surplus of personnel for the following school year.

¹ or the corresponding provisions of the 1983-1985, 1986-1988, 1989-1995, 1995-1998 or 2000-2003 agreement

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

5-3.19

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

5-3.20

- A) Following the assignment and transfer of teachers, the board which has a regular teaching position to fill shall proceed in the following order and in each case the candidate must meet the competency criteria:
- 1) The board shall assign the teacher from Field 17 who has been placed in this field by the application of clause 5-3.17 or 5-3.19 or paragraph 2) of subclause A) of this clause.
 - 2) Subject to the third paragraph of subclause A) of clause 5-3.23, the board shall recall the teacher on availability still in its employ or the teacher who has received a notice of placement on availability. The board must so inform the Regional Placement Bureau.
 - 3) The board shall engage a teacher on availability from another French-language or English-language school board who is referred by the Regional Placement Bureau and who is required to accept the position, taking into account the provisions concerning obligatory mobility (50 km).
 - 4) The board may appoint a regular full-time employee already in its employ who has at least two (2) years of continuous service in its employ.
 - 5) The board shall engage a teacher on availability from another French-language or English-language school board who is referred by the Regional Placement Bureau and who is not required to accept the position, taking into account the provisions concerning obligatory mobility (50 km) or it shall engage a tenured teacher from another French-language or English-language school board who is referred by the Regional Placement Bureau, provided this measure has the effect of cancelling a placement on availability.
 - 6) The board may engage a full-time teacher for the following school year without proceeding through the Regional Placement Bureau. However, the board may, in this case, only engage a tenured teacher from another board provided this measure has the effect of cancelling a placement on availability.
 - 7) The board shall engage a teacher on availability from a teaching institution in the education sector other than in a board or a person on availability within the meaning of his or her agreement or a document governing his or her working conditions and coming from a board or another teaching institution in the education sector and referred by the Regional Placement Bureau.
 - 8) The board shall recall the teacher it did not reengage because of surplus of personnel.
 - 9) The board shall engage on the basis of seniority a teacher registered on the priority of employment list in the discipline or, failing this, in the field concerned, in order to award the contracts prescribed in clause 5-1.14, who has accumulated two (2) years of seniority or more on the preceding June 30 and who, where applicable, meets the additional requirements that the board may determine under subclause D). If no such list exists, the board shall engage on the basis of seniority the nonregular teacher who has accumulated two (2) years of seniority or more on the preceding June 30 and, where applicable, meets the additional requirements that the board may determine under subclause D).

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

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

- B) In the case of paragraphs 1), 2) and 8) of subclause A) of this clause, the board shall recall the teacher with the most seniority from the field where there is a position to be filled. If there is no such teacher, it shall recall the teacher with the most seniority from among those in other fields. For the purpose of this subclause, the teacher who was assigned to regular substitution at the time of his or her placement on availability shall be considered as coming from the field to which he or she belonged before being assigned to regular substitution and the teacher on availability on the date of the coming into force of the agreement shall be considered as coming from the field corresponding to that to which he or she was assigned before his or her placement on availability.
- C) The board that engages a teacher from the education sector who is on availability according to his or her collective agreement shall recognize for him or her: the seniority that was recognized for him or her, the days accumulated in his or her bank of nonredeemable sick-leave days, tenure and years of experience.
- D) For the purpose of applying paragraph 9) of subclause A), the board may, in order to fill a position, set requirements that are pertinent to that position, in addition to those prescribed in clause 5-3.13, after consulting the union.

Where the union contests, by means of a grievance, the decision of the board to not grant a position to a teacher whose name is entered on the priority of employment list prescribed in clause 5-1.14 or, if no such list exists, to a nonregular teacher who has accumulated two (2) years of seniority or more on the preceding June 30, the board must establish that its decision is well-founded.

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

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

5-3.21

This matter shall be 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 (R.S.Q., c. R-8.2).

Section 7 Teachers on availability and teachers nonreengaged because of surplus

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

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

- A) A teacher on availability shall receive ninety percent (90%) of the salary he or she would have received had he or she not been on availability.
- B) Notwithstanding subclause A), a teacher on availability shall receive the following salary:
 - 1) eighty-five percent (85%) of the salary he or she would have received had he or she not been on availability, if he or she is in his or her fourth or fifth consecutive year on availability;
 - 2) eighty percent (80%) of the salary he or she would have received had he or she not been on availability, if he or she is in his or her sixth consecutive year on availability.
- C) Notwithstanding the foregoing, the teacher who is in retraining or in training under paragraph I) of clause 5-3.23 shall receive one hundred percent (100%) of the salary he or she would have received had he or she not been on availability.

- D) The percentage of salary may be higher than the percentages mentioned in subclause A) or B) if the services of the teacher on availability are used, on an annual basis, to a greater extent than that percentage compared with a full-time teacher so that the teacher whose services are used at one hundred percent (100%) shall receive one hundred percent (100%) of the salary he or she would have received had he or she not been on availability.
- E) 1) The board shall assign the teacher on availability a full teaching load for the first fifty (50) workdays of each school year.
- 2) Ten (10) days before the fifty-first (51st) workday of the school year, the board shall establish for each teacher on availability for the remaining workdays in the school year a teaching load equal to a percentage of the teaching load of the full-time teacher for the entire school year while taking into account the application of paragraph 1), which percentage shall be equal, on average, to the percentage of salary he or she receives, subject to the preceding subclauses.
- 3) Under paragraph 2), the distribution of the teaching load of the teacher on availability may be weekly, cyclical, monthly or other. This distribution may be revised after consultation with the teacher and, failing an agreement on the time of the change, prior notice of at least five (5) days must be given.
- 4) The board and the union may modify or replace the provisions of this subclause.
- F) The other monetary benefits such as those deriving from insurance plans, parental rights and regional disparities are proportional to the salary paid.
- G) Except for any leave without salary, the length of time on availability counts as a period of service for the purpose of the four (4) pension plans currently in force (CSSP, RREGOP, TPP and PPCT).
- H) While on availability, the teacher shall accumulate experience as any other regular teacher even if he or she does not receive one hundred percent (100%) of his or her salary.
- I) As long as the teacher on availability has not been relocated to another board or to another teaching institution in the education sector, has not been recalled by his or her board or has not lost his or her rights and privileges according to the provisions of this article, he or she shall remain on availability and the board shall assign him or her to duties compatible with his or her qualifications and experience, regardless of the general duties provided for in article 8-2.00. He or she may be assigned to the adult education sector, even in the evening. With his or her consent, the teacher may be assigned to a place of work outside the jurisdiction of the board without being exempt from the application of clause 5-3.23.
- J) The teacher on availability shall be entitled to all the benefits of the agreement which are not incompatible with the provisions of this article.
- K) Except in the case provided for in clause 5-4.04, the fact that a teacher on availability replaces an absent teacher or occupies a position that would otherwise be assigned to a part-time teacher, a teacher-by-the-lesson, an hourly paid teacher or a casual supply teacher shall not modify in any way his or her status as a teacher on availability.

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

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

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

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

- B) Refusal or failure to accept the employment offered within ten (10) days of receiving the written offer of engagement in accordance with the preceding subclause A) constitutes, for all legal purposes, the teacher's resignation from the board where he or she is on availability and annuls all the rights the said teacher may have under the agreement, including his or her tenure and automatically entails the removal of the teacher's name from the lists of the Regional Placement Bureau.
- C) Except for July, the teacher on availability must present himself or herself for an interview with a board or teaching institution in the education sector when so requested by the Regional Placement Bureau by registered letter or certified mail and the position offered is located fifty (50) kilometres or less from his or her domicile or place of work at the time of his or her placement on availability. In this case, the teacher shall be entitled to be reimbursed by his or her board of his or her travel and accommodation expenses, if any, according to the rates in effect in his or her board. The teacher shall also be entitled, upon the request of the Regional Placement Bureau to his or her board, to a leave of absence without loss of salary.
- D) The teacher on availability in a board must supply, upon request, any pertinent information concerning his or her employment security.
- E) At the time of his or her engagement by another board or a teaching institution in the education sector, the tenure and seniority that the teacher on availability had at the time of departure from his or her board shall be recognized by that board or institution along with his or her bank of nonredeemable sick-leave days and the years of experience recognized by his or her board.
- F) Upon his or her engagement by another board or a teaching institution in the education sector, the teacher on availability shall resign from the board where he or she is on availability.

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

- G) For the purpose of applying this clause, the date on the post office receipt indicating that the documents forwarded by registered letter or certified mail were received shall constitute prima facie proof for calculating the prescribed time limits.
- H) Should a teacher on availability fail to comply with one of the obligations imposed under this article, it shall, for all legal purposes, constitute the teacher's resignation and shall entail the loss of all the rights, including his or her tenure, that the agreement could grant him or her.
- I) A teacher on availability shall participate in any training or retraining program submitted by the school board and developed with the teacher's training, experience and needs in mind.

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

5-3.24

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

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

- A) The teacher nonreengaged because of surplus of personnel by virtue of the provisions of this article shall remain on the lists of the Regional Placement Bureau for up to three (3) years.
- B) As long as the teacher nonreengaged because of surplus of personnel remains on the lists of the Regional Placement Bureau provided for in the preceding subclause A), he or she shall have the right to be recalled in accordance with clause 5-3.20 provided that he or she meets the competency criteria.
- C) In the case where such a teacher was not reengaged because of surplus at the end of his or her second year of continuous service, the teacher shall obtain his or her tenure at the time of his or her reengagement by the board or engagement by another board or a teaching institution in the education sector; the latter shall reimburse the moving expenses provided for in Appendix VI under the conditions mentioned therein if, according to the same appendix, his or her engagement necessitates his or her moving.
- D) Failure or refusal to accept a written offer of engagement as a full-time teacher from a board or a teaching institution in the education sector within ten (10) days of receiving such a written offer of engagement shall entail the loss of all the rights the teacher may have under this clause.
- E) The date on the post office receipt indicating that the documents forwarded by registered letter or certified mail were received shall constitute prima facie proof for calculating the time limits prescribed in this clause.

5-3.26**A) Regional Placement Bureau (Protocol)**

All the boards of the territory served by a regional office of the Ministère shall establish a Regional Placement Bureau. The Ministère shall participate actively in the activities of the bureau. The bureau shall be responsible for:

- 1) Collecting and forwarding to the boards in the territory served by the regional office of the Ministère the data related to employment security: positions available, teachers nonreengaged because of surplus, teachers placed on availability.
- 2) Providing, in accordance with clause 5-3.20, candidates for each position to be filled when a board must engage a full-time teacher.
- 3) Encouraging and facilitating the voluntary mobility of any teacher to other boards.
- 4) Dealing with the Provincial Placement Bureau on all matters relating to employment security.

B) Provincial Placement Bureau (Protocol)

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

- 1) Ensuring the exchange of any pertinent information relating to employment security between the various regional placement bureaus.
- 2) Coordinating the activities designed to facilitate the integration of new teachers into the labour market.

Section 8 Miscellaneous provisions**5-3.27 Legal qualifications**

- A) For the purpose of the agreement, the teacher shall be legally qualified if he or she has:
 - a teaching diploma from the Province of Québec; or

- a teaching permit from the Province of Québec subject to the requirements imposed by teacher probation when this permit is obtained; or
- a provisional teaching authorization subject to the requirements when such authorization is issued.

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

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

5-3.28 Integration of school boards

- A) At the time of an amalgamation (including the disappearance of a board to the benefit of one or more other boards), an annexation or a restructuring, the rights and obligations of the parties concerned arising from the agreement shall be maintained for every new board.
- B) During the school year preceding an amalgamation (including the disappearance of a board to the benefit of one or more other boards), annexation or restructuring, the board cannot invoke "staff excess" to not reengage regular teachers or to place them on availability, as the case may be, if the cause of the surplus of personnel is a result of the amalgamation, annexation or restructuring.

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

- C) At the request of the Association, the parties to the provincial agreement agree to meet to discuss the rights of teachers in the event of the integration of school boards.
- D) The provisions of this clause may in no way delay or prevent an amalgamation, annexation or restructuring of boards.

5-3.29 Transfer of students

- A) 1) If a board no longer offers instruction to certain students because the instruction is being taken over by another board, the regular teacher who taught those students for the majority of his or her time must follow the students to the board which takes over the instruction if the school which offers the instruction is located fifty (50) kilometres or less from the domicile or place of work of the teacher concerned.
- 2) The number of teachers transferred shall be established in proportion to the number of students transferred compared with the total student population concerned.
- 3) If more than one board receives the students, the teachers thus transferred shall be distributed among the boards in the same proportion as the students.
- 4) The teacher shall be entitled, as the case may be, to the application of clause 5-4.03.
- B) However, with the consent of the board which no longer offers the instruction, the teachers mentioned in this clause may remain in the employ of the said board on the condition that there be no nonreengagement nor placement on availability of teachers for reasons of surplus of personnel resulting from such an agreement.

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

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

5-3.30 Contract of service

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

5-3.31 Moving

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

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

- a) a maximum of three (3) workdays without loss of salary, supplements or premiums for regional disparities to sell the residence which is considered as his or her domicile;
- b) a maximum of three (3) workdays without loss of salary, supplements or premiums for regional disparities to look for accommodations; the three (3)-day maximum does not include the duration of the return trip;
- c) a maximum of three (3) workdays without loss of salary, supplements or premiums for regional disparities to cover moving and settling in.

5-4.00 MEASURES DESIGNED TO REDUCE THE NUMBER OF TEACHERS ON AVAILABILITY OR TO BE PLACED ON AVAILABILITY**5-4.01 Preretirement**

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

- 1) This leave shall be for a complete year; it may be for less than one full year if it comes into force after the beginning of the work year. During the leave, the teacher shall receive fifty percent (50%) of the salary he or she would have received had he or she been at work.
- 2) The duration of the leave shall count as a period of service for purposes of the four (4) pension plans currently in force (CSSP, RREGOP, TPP and PPCT).
- 3) The leave shall take place during the year preceding the year in which the teacher shall be entitled for the first time to a pension without reduction, according to the pension plan applicable to him or her.
- 4) At the end of the leave, the teacher concerned shall automatically resign and shall retire.
- 5) During the leave, the teacher shall be entitled to the benefits prescribed in the agreement, provided they are compatible with the nature of the leave.
- 6) During the leave, the teacher may not hold a contract of employment with an employer in the public and parapublic sectors.

5-4.02

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

5-4.03 Transfer of rights

- A) As of May 1, if a tenured teacher leaves his or her board to be engaged by another board and this has the effect of reducing the number of teachers on availability in his or her board or in another board or to be placed on availability in his or her board, he or she shall transfer to the board his or her tenure, years of experience recognized by his or her board, seniority and bank of nonredeemable sick-leave days. In addition, the teacher shall be reimbursed for the costs incurred for the transportation of his or her furniture and personal effects provided for in sections 3) and 4) of Appendix VI under the conditions prescribed therein.
- B) If the teacher on availability accepts a relocation situated more than fifty (50) kilometres from his or her domicile and from the place of work where he or she was teaching at the time of his or her placement on availability, he or she shall transfer his or her tenure, years of experience recognized by his or her board, seniority and bank of nonredeemable sick-leave days. In addition, the teacher shall be entitled to the application of Appendix VI.

5-4.04 Replacement of a full-time teacher

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

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

5-4.05 Loan of service to a community organization

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

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

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

5-4.06 Employment premium

- A) In a board where there is surplus, this measure shall permit a tenured teacher who is relocated outside the public and parapublic sectors to receive an employment premium.
- B) When no teacher is on availability in the board or no teacher on availability in that board meets the competency criteria in order to fill a full-time teaching position, the Regional Placement Bureau may authorize the board to grant an employment premium to a teacher if such premium permits the relocation of a tenured teacher on availability from another board to that board.
- C) The granting of a premium shall be the exclusive responsibility of the board; however, in the case of a refusal, the board, if the teacher so requests, shall provide the latter with the reasons for its refusal.
- D) The premium shall be subject to the provisions stipulated in Appendix IX.

5-4.07

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

5-5.00 PROMOTION**5-5.01**

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

5-5.02

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

5-5.03

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

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

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

5-5.04

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

5-5.05

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

5-6.00 PERSONAL FILE

This matter shall be 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 (R.S.Q., c. R-8.2).

5-7.00 DISMISSAL

This matter shall be 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 (R.S.Q., c. R-8.2).

5-8.00 NONREENGAGEMENT

This matter shall be 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 (R.S.Q., c. R-8.2).

5-9.00 RESIGNATION AND BREACH OF CONTRACT

This matter shall be 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 (R.S.Q., c. R-8.2).

5-10.00 INSURANCE PLANS**Section I General provisions****5-10.01**

- a) A full-time teacher and a part-time teacher are eligible for the health and disability insurance plans as well as the complementary plans as of the prescribed date and until the effective date of retirement.
- b) As of the date of the coming into force of this agreement, a teacher-by-the-lesson shall be eligible for the sick-leave days plan only.
- c) Subject to clause 5-10.10, participation of an eligible teacher shall begin on the date on which the plan comes into force if he or she is 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 workday of the work year;
 - or
 - ii) as of the first workday of the work year, if his or her contract takes effect before or on the first workday of the work year.

5-10.02

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

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

5-10.03

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

5-10.04

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

5-10.05

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

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

5-10.06

The provisions of the health and salary insurance plans in the 2000-2003 agreement as well as the provisions concerning work accidents in article 5-10.00 of the 2000-2003 agreement shall remain in force under the conditions stipulated therein until the date of the coming into force of this agreement.

5-10.07

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

Section II Basic health insurance plan and complementary insurance plans**5-10.08**

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

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

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

¹ Read "eight (8) days" instead of "thirty-five (35) days" if the continuous period of disability which precedes his or her return to work is equal to or less than three (3) calendar months, excluding the period between the end of the work year and the beginning of the next work year and the annual vacation periods for teachers in the adult education sector.

5-10.10

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

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

The following shall be exempt from the plan:

- the teacher who participates in the 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 contract of engagement in the youth and adult education sectors.

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

5-10.11

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

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

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

5-10.12

Upon notification of the insurer regarding the date of the coming into force of the plan and taking this article into account, the board shall deduct and pay the required contribution as of the date of the coming into force of the plan. No contribution shall be payable for one (1) month on the first day of which the teacher is not an employee referred to in subclause a) of clause 5-10.01 or does not participate in the plan; the full contribution shall be payable for one (1) month if the teacher was a participant at the beginning of the month even if he or she ceases to be a participant before the last day of the month.

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

5-10.13

The insurance contract must guarantee that the rates used to calculate the premiums may not be increased during the first insurance year nor more frequently than every twelve (12) months thereafter, and must provide that the excess of the premiums over the benefits or reimbursements paid to the insured and on the amounts deducted by the insurer according to a preestablished retention formula for contingencies, administration, taxes and profit shall be reimbursed annually by the insurer as dividends or rebates. These dividends or rebates must be paid directly by the insurer into a trust fund established by the 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.

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

5-10.14

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

Section III Salary insurance plan at the board

5-10.15

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

- a) up to the lesser of the number of sick-leave days accumulated to his or her credit or five (5) workdays: the payment of a benefit equal to the salary he or she would have been paid had he or she been at work;
- b) upon termination of the payment of the benefit prescribed in the preceding subparagraph a), where applicable, but in no event before the expiry of a waiting period of five (5) workdays from the beginning of the period of disability and for a period of up to fifty-two (52) weeks from the beginning of the period of disability: the payment of a benefit equal to seventy-five percent (75%) of his or her salary;
- c) upon termination of the aforementioned period of fifty-two (52) weeks and for an additional period of up to fifty-two (52) weeks: the payment of a benefit equal to sixty-six and two thirds percent (66 2/3%) of his or her salary.

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

5-10.16

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

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

5-10.17**Gradual return to work**

- A) During a disability period, on the written recommendation of the attending physician, the board and the teacher who is absent for at least twelve (12)¹ weeks may agree on a period of gradual return to work. The period of disability already begun shall continue during the period of gradual return to work. However, the period during which part or all of the benefits are payable shall not exceed one hundred and four (104) weeks. In this case:
- 1) the medical certificate must stipulate that the period of gradual return to work will be immediately followed by a return to work on a full-time basis;
 - 2) the board and the teacher accompanied by his or her union delegate or representative if he or she so desires shall establish the period of gradual return to work, the duration of which shall not exceed twelve (12)² consecutive weeks and shall determine the proportion of time worked;
 - 3) while at work, the teacher must be able to perform all of his or her usual duties according to the proportion agreed to.

During the period of gradual return to work, the teacher shall be entitled, on the one hand, to his or her salary in proportion to the workload assumed compared to the workload of a full-time teacher 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.

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

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

Temporary assignment

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

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

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

The temporary assignment shall not exceed a period of twelve (12) weeks. The period of disability begun prior to the temporary assignment shall continue during the temporary assignment, but shall in no way extend the maximum period of one hundred and four (104) weeks.

These twelve (12) weeks shall not take place after the eightieth (80th) week of disability.

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

² In exceptional circumstances, the board and the teacher who is absent may agree on a gradual return to work that exceeds twelve (12) weeks.

5-10.18

- a) Benefits paid under clause 5-10.15 shall be reduced by any disability benefits paid under provincial or federal law with the exception of the Employment Insurance Act regardless of subsequent increases in basic benefits resulting from indexation.
- b) In the case of a disability benefit paid by the Société de l'assurance automobile du Québec (SAAQ), the teacher's taxable gross salary shall be determined as follows: the board shall deduct the equivalent of all amounts required by law from the basic salary insurance benefit; the net benefit thus obtained shall be reduced by the benefit received from the SAAQ and the difference shall be brought back to the taxable gross salary from which the board shall deduct all the amounts, contributions and dues required by law and this agreement.
- c) The board shall deduct one tenth (1/10) of a day from the bank of sick-leave days for each day used under subparagraph a) of clause 5-10.15 when the teacher receives benefits from the SAAQ.
- d) As of the sixty-first (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 must, at the board's written request, accompanied by the appropriate forms, make the request and accept any obligations arising therefrom. However, the reduction of the benefit prescribed in clause 5-10.15 shall only begin when the teacher is recognized as being eligible and actually begins receiving the benefit prescribed by law. In the case where the benefit provided by law is given retroactively to the first day of disability, the teacher shall reimburse the board, where applicable, for the portion of the benefit prescribed in clause 5-10.15 as a result of the application of subparagraph a) of this clause.
- e) Every teacher who receives disability benefits paid under provincial or federal law with the exception of the Employment Insurance Act 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 the RRQ, which administer the plan under which he or she receives disability benefits.
- f) Every teacher who receives disability benefits paid under a federal or provincial law must so inform the board as soon as possible.

5-10.19

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

5-10.20

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

- a) the amount of benefit shall be based on the portion of salary paid for the period of disability;
- b) the amount of benefit shall be nil in July and August but the weeks falling within these two months shall be included in the period during which benefits are payable;
- c) the teacher shall receive his or her benefits in accordance with clause 6-8.01.

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

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

5-10.21

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

5-10.22

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

5-10.23

The board may, at all times, require that a teacher who is absent because of disability provide a medical certificate attesting to the nature and duration of the disability. However, the cost of the certificate shall be borne by the board if the teacher is absent for less than four (4) 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 forty-five (45) kilometres from the school where he or she teaches shall be borne by the board.

Upon the teacher's return to work, the board may require him or her to submit to a medical examination in order to establish whether he or she is sufficiently recovered to resume his or her work. The cost of the examination as well as the teacher's transportation costs when the examination requires him or her to travel more than forty-five (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 fifteen (15) days, failing which, the two (2) physicians shall agree, within the following thirty (30) days, on the choice of a third physician whose decision shall be final.

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

5-10.24

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

5-10.25

- a) Where applicable, on the first day of the work year, the board shall credit every full-time teacher covered by this article in its employ with six (6) sick-leave days.
- b) However, the teacher who is on a leave of absence without salary, an educational leave with salary, a preretirement leave or who is receiving the benefits prescribed in subparagraph c) of clause 5-10.15 shall be entitled to receive a credit for a fraction of the six (6) sick-leave days equal to the fraction of time he or she is in service for that work year.
- c) Furthermore, the teacher who receives the benefits prescribed in subparagraph b) of clause 5-10.15 on the first day of a work year shall be entitled, where applicable, to receive a credit for a fraction of six (6) days of sick leave equal to the fraction of time he or she is in service for that work year provided he or she resumes his or her service with the board during that work year.
- d) Also, in the case of the first year of service of a teacher who is not relocated within the context of security of employment, the board shall credit him or her an additional six (6) nonredeemable sick-leave days.

- e) The teacher who is engaged during the year and who has been credited with less than six (6) 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 (6) 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 under subclause d) of clause 5-10.40 of the 1995-1998 agreement.

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

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

- g) Only five (5) of the six (6) 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 (6th) sick-leave day or its equivalent may not be added to a full-time teacher's bank or, as the case may be, be reimbursed to the teacher.

5-10.26

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

5-10.27

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

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

5-10.28

The teacher who, on the date of the coming into force of this agreement, receives a benefit payable under paragraphs b) and c) of subclause A) of clause 5-10.15 of the 2000-2003 agreement shall continue to be governed by these provisions and by clause 5-10.20 of the 2000-2003 agreement under the conditions stipulated therein as long as he or she is still in the same disability period. The effective date of the beginning of the disability period shall determine the duration of the benefits to which the teacher may be entitled under subparagraphs b) and c) of clause 5-10.15 of the 2000-2003 agreement.

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

5-10.29

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

5-10.30

- a) The teacher who was entitled to redeemable sick-leave days under subclause b) of clause 5-10.01 of the 1968-1971 agreement shall retain the right to be reimbursed for the value of the redeemable days accumulated on December 31, 1973 in accordance with the provisions of the formerly applicable agreement, it being specified that even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service before and after June 30, 1973. The value shall be determined on the basis of the salary on June 30, 1973 and shall bear interest at the rate of five percent (5%) compounded yearly.
- b) However, the interest resulting from the annual rate of interest shall be effective from January 1, 1974 to June 30, 1974 and, thereafter, from July 1 to June 30 of each subsequent school year. The provisions shall not, however, change the value already set for redeemable sick-leave days, the value of which has been determined under subclause a) of clause 5-10.01 of the 1968-1971 agreement.
- c) The value of redeemable days to a teacher's credit may be used to pay for the cost of buying back previous years of service in accordance with the provisions regarding the pension plans (CSSP, TPP, RREGOP and PPCT) (R.S.Q., c. P-32.1).
- d) Notwithstanding clause 5-10.31, the redeemable sick-leave days to a teacher's credit on December 31, 1973 may also be used at the rate of one (1) day per day for purposes other than illness when the former agreements allowed such use. Moreover, the redeemable sick-leave days to a teacher's credit on December 31, 1973 may also be used at the rate of one (1) day per day for purposes other than illness, that is: to extend the leaves prescribed in article 5-13.00, to extend a teacher's disability leave after the termination of the benefits prescribed in subparagraph c) of clause 5-10.15 or for a preretirement leave. A teacher may also use the nonredeemable sick-leave days to his or her credit, at the rate of one (1) day per day, to extend his or her disability leave after the termination of the benefits prescribed in subparagraph c) of clause 5-10.15 and to extend the leaves prescribed in article 5-13.00, provided that he or she has already used up his or her redeemable sick-leave days.
- e) The redeemable sick-leave days to the teacher's credit on December 31, 1973 shall be considered used on that date, when used under this clause and other clauses of this article.

5-10.31

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

5-10.32

The sick-leave days to the teacher's credit on June 30, 2006 shall remain to his or her credit and the days used shall be deducted from the total accumulated. The sick-leave days shall be used in the following order:

- a) the days credited under subclauses a), b) and c) of clause 5-10.25 of this agreement;
- b) the days added to a bank to the teacher's credit under the first paragraph of subclause f) of clause 5-10.25;
- c) after having used up the days mentioned in subparagraphs a) and b), the other redeemable days to the teacher's credit;

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

5-10.33

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

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

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

5-10.34

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

Section IV Work accidents and occupational diseases**5-10.35**

The provisions of this section apply to a teacher who suffers a work accident or who contracts an occupational disease covered by the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001).

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

5-10.36

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

5-10.37

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

- a) work accident: a sudden and unforeseen event attributable to any cause which happens to a teacher, arising out of or in the course of work and resulting in an employment injury to him or her;
- b) consolidation: the healing or stabilization of an employment injury following which no improvement of the state of health of the injured teacher is foreseeable;
- c) suitable employment: appropriate employment that allows a teacher who has suffered an employment injury to use his or her remaining ability and his or her vocational qualifications to work, employment that he or she has a reasonable chance of obtaining and the working conditions of which do not endanger the health, safety or physical well-being of the teacher, considering his or her injury;
- d) equivalent employment: employment of a similar nature to the employment held by the teacher when he or she suffered the employment injury, from the standpoint of vocational qualifications required, salary, social benefits, duration and working conditions;

- e) health institution: a public institution within the meaning of the Act respecting health services and social services (R.S.Q., c. S-5);
- 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 (R.S.Q., c. A-29).

5-10.38

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

5-10.39

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

5-10.40

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

5-10.41

- a) The board must immediately provide first aid to a teacher who has suffered an employment injury and, wherever required, transportation to a health institution, to a health professional or to the teacher's residence as required by his or her condition.
- b) The cost of transportation of the teacher shall be assumed by the board, which shall reimburse it, if such is the case, to the person who incurred it.
- c) The teacher shall be entitled to receive care from the health institution of his or her choice; if the teacher is unable to express his or her choice, he or she must accept the health institution chosen by the board but may later change for a health institution of his or her choice.
- d) The teacher shall be entitled to receive care from the health professional of his or her choice.

5-10.42

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

5-10.43

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

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

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

5-10.44

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

5-10.45

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

5-10.46

As long as a teacher is entitled to the income replacement indemnity, under the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) and until the date of consolidation of the employment injury he or she has suffered, the teacher shall be entitled to his or her salary as if he or she were at work subject to the following provisions. His or her taxable gross salary shall be determined in the following manner: the board shall deduct the equivalent of all amounts required by the Act and the agreement, if need be; the net salary thus obtained shall be reduced by the income replacement indemnity under the Act respecting industrial accidents and occupational diseases (R.S.Q., c. 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 purpose 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 these purposes only, the annual supplements of head teacher and staff assistant as long as the board has not appointed a replacement to carry out these duties.

5-10.47

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

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

5-10.48

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

5-10.49

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

5-10.50

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

5-10.51

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

5-10.52

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

- a) If it involves a regular teaching position:

when applying clause 5-3.20, the teacher shall be considered in Field 17, unless he or she is on availability. However, the board and the union may reach an ad hoc agreement on a particular movement of personnel as regards the teacher.
- b) If it involves another position:
 - i) the teacher shall apply for the position in writing;
 - ii) the teacher has more seniority than the other teachers or persons concerned;
 - iii) the teacher has the required qualifications and meets the other requirements determined by the board;
 - iv) the applicable collective agreement so allows.
- c) The teacher's right can only be exercised during the two (2) years immediately following the beginning of his or her absence or during the year following the consolidation date according to the more remote date.

5-10.53

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

5-10.54

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

5-10.55

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

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

5-11.00 REGULATIONS REGARDING ABSENCES

This matter shall be 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 (R.S.Q., c. R-8.2).

5-12.00 CIVIL RESPONSIBILITY

This matter shall be 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 (R.S.Q., c. R-8.2).

5-13.00 PARENTAL RIGHTS**Section 1 General provisions****5-13.01**

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

5-13.02

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

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

The maternity leave and adoption leave allowances shall be paid only for the weeks the teacher is receiving benefits under the Employment Insurance Plan.

If the teacher is sharing the QPIP adoption or parental benefits with his or her spouse, the allowance shall be paid only if the teacher is effectively receiving QPIP benefits during the maternity leave provided for in clause 5-13.05 or the adoption leave provided for in subclause A) of clause 5-13.22.

5-13.03

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

5-13.04

The school board shall not reimburse the teacher for amounts that might be required by the Minister of Employment and Social Solidarity by virtue of the application of the Act respecting parental insurance.

Also, the board shall not reimburse the teacher for amounts that Human Resources and Social Development (HRSD) could require him or her to repay under the Employment Insurance Act, when the teacher's salary exceeds the maximum insurable by one and a quarter (1.25) times.

The salary¹, deferred salary and severance payments shall not be increased or decreased by the amounts received under the QPIP or the Employment Insurance Benefits Plan.

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

Section 2 Maternity leave**5-13.05**

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

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

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

- B) A teacher who becomes pregnant while on a leave without salary or a part-time leave without salary prescribed in this article shall also be entitled to a maternity leave as defined in subclause A) and to the allowances prescribed in clause 5-13.09, 5-13.10 or 5-13.11, as the case may be.
- C) Should the teacher's spouse who is on maternity leave die, the remainder of the maternity leave and the rights and benefits attached thereto shall be transferred to him or her.
- D) A teacher shall also be entitled to the maternity leave as defined in subclause A) in the event of the termination of the pregnancy after the beginning of the 20th week preceding the due date.

5-13.06

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

5-13.07

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

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

- B) At the teacher's request, her maternity leave may be broken down into individual weeks if her child is hospitalized or if the teacher must take leave because of an accident or illness not related to the pregnancy, or because of a situation provided for in section 79.8 of the Act respecting labour standards (R.S.Q., c. N-1.1).

The maximum number of weeks for which the maternity leave can be interrupted shall be equivalent to the number of weeks of hospitalization. If the teacher is absent because of an accident or illness not related to the pregnancy, or because of a situation provided for in section 79.8 of the Act respecting labour standards, the number of weeks the maternity leave is interrupted shall correspond to the number of full weeks the situation lasts. However, the interruption shall not exceed fifteen (15) weeks in the first case or six (6) weeks in the second case.

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

- C) When the teacher resumes the maternity leave that was interrupted or broken down under subclauses A) and B) of this clause, the school board shall pay the teacher the allowance to which she would have been entitled if she had not taken advantage of such interruption or breaking down, for the number of weeks remaining under clause 5-13.09, 5-13.10 or 5-13.11, as the case may be.

5-13.08

To obtain maternity leave, a teacher must give the board prior written notice at least two (2) weeks before the date of her departure. Such a notice must be accompanied by a medical certificate or a report signed by a midwife attesting to the pregnancy and the due date.

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

5-13.09 Cases eligible for the Québec Parental Insurance Plan

- A) A teacher who has accumulated twenty (20) weeks of service¹ and who is eligible for benefits under QPIP shall be entitled to receive, for the twenty-one (21) weeks of her maternity leave, an allowance calculated as follows:

the payment of salary provided for each period under clause 6-8.01 which the teacher would have received had she been at work, reduced by the amount of QPIP maternity or parental benefits she receives for each period or those she would be receiving if she made the request, and also reduced by seven percent (7%)² of 1/200 of her annual salary for each day of work within the meaning of article 8-4.00 provided for during those weeks.

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

However, if the teacher works for more than one employer, the allowance shall be equal to the difference between ninety-three percent (93%) of the basic salary paid by the school board and the percentage of QPIP benefits corresponding to the proportion of the basic weekly salary paid by the school board with respect to the amount of basic weekly salary paid by all the employers combined. To this end, the teacher shall produce for each employer a statement of weekly salary paid by each of them, as well as the amount of benefits paid under the Act respecting parental insurance.

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

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

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

- C) The total amount received by the teacher during her maternity leave, in QPIP benefits, allowances and salary, shall not exceed ninety-three percent (93%) of the basic salary paid by the employer or, if applicable, employers (including her school board).

¹ An absent teacher shall accumulate service if her leave is authorized, in particular because of disability, and includes a benefit or remuneration.

² Seven percent (7%): This percentage was set to take into account that fact that the teacher is exonerated, during maternity leave, from paying her portion of pension plan and QPIP contributions, which are equivalent, on average, to seven percent (7%) of her salary.

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

A) A teacher who has accumulated twenty (20) weeks of service¹ and who is eligible for benefits under the Employment Insurance Plan but not under the QPIP, shall be entitled during her maternity leave to receive:

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

the payment of salary prescribed for that period under clause 6-8.01 that the teacher would have received had she been at work, reduced by seven percent (7%)² of 1/200 of the annual salary for each workday as defined in article 8-4.00, scheduled during these weeks;

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

the payment of salary prescribed for each period under clause 6-8.01 that the teacher would have received had she been at work, reduced by the amount of the maternity or parental benefit received for each period under the Employment Insurance Plan, and also reduced by seven percent (7%)² of 1/200 of the annual salary for each workday as defined in article 8-4.00, scheduled during those weeks.

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

However, a teacher who works for more than one employer shall receive an allowance equal to the difference between ninety-three percent (93%) of the basic salary paid by the board and the percentage of the Employment Insurance benefits corresponding to the proportion of basic weekly salary it pays her in relation to the total basic weekly salaries paid by all the employers. For this purpose, the teacher shall provide each of her employers with a statement of the weekly salaries paid by each of them and the amount of the benefits paid by Human Resources and Social Development.

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

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

¹ The absent teacher shall accumulate service if her absence is authorized, particularly for disability, and includes benefits or remuneration.

² Seven percent (7%): this percentage was set to take into account the fact that the teacher is exonerated from pension and Employment Insurance Plan contributions during a maternity leave which, on average, equal seven percent (7%) of her salary.

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

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

A) Full-time teacher

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

the payment of salary prescribed for each period under clause 6-8.01 that the teacher would have received had she been at work, reduced by seven percent (7%)¹ of 1/200 of the annual salary for each workday, as defined in article 8-4.00, scheduled during those weeks.

B) Part-time teacher

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

the payment of salary prescribed for each period under clause 6-8.01 that the teacher would have received had she been at work, reduced by seven percent (7%)¹ of 1/200 of the proportion of annual salary for each workday, as defined in article 8-4.00, scheduled during those weeks.

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

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

B) For a teacher eligible for QPIP benefits, the allowance shall be paid every two (2) weeks; however, the first payment shall be payable only fifteen (15) days after the school board receives proof that the teacher is receiving QPIP benefits. For the purposes of this subclause, proof shall consist in a statement of benefits and information provided by the Ministry of Employment and Social Solidarity in an official statement.

For a teacher eligible for Employment Insurance benefits, the allowance payable for the first two (2) weeks shall be paid by the school board within two (2) weeks following the beginning of the leave. The allowance payable after this date shall be paid every two (2) weeks; however, the first payment shall be payable, in the case of a teacher eligible for Employment Insurance benefits, only fifteen (15) days after the school board receives proof that the teacher is receiving Employment Insurance benefits. For the purposes of this subclause, proof shall consist in a statement of benefits and information provided by Human Resources and Social Development in an official statement to the employer.

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

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

¹ Seven percent (7%): this percentage was set to take into account the fact that the teacher is exonerated from pension and QPIP or Employment Insurance Plan contributions during a maternity leave which, on average, equal seven percent (7%) of her salary.

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

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

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

The teacher shall not be entitled to defer the four (4) weeks' vacation prescribed in clause 5-13.13.

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

5-13.13

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

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

The teacher may defer a maximum of four (4) weeks' annual vacation if it falls within her maternity leave and if she notifies the board in writing of the date of such deferral no later than two (2) weeks before the termination of the said maternity leave. Unless there is an agreement to the contrary with the board, the maximum period of four (4) weeks shall immediately follow the maternity leave. The provisions of this clause apply during the four (4) weeks of deferred vacation. If the Christmas holidays fall during this four (4)-week period, they shall not be included in the four (4)-week period.

However, when the teacher on maternity leave receives benefits under the QPIP or the Employment Insurance Plan for one (1) or more weeks included in her annual vacation period, an amount equal to that which she has thus received shall be deducted (if not already done) in equal parts from the salary payments foreseen for the period of deferred vacation.

5-13.14

If the birth occurs after the due date, the teacher shall be entitled to extend her maternity leave for the length of time the birth is overdue, except if she still has at least two (2) weeks of maternity leave left after the birth.

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

During these extensions, the teacher shall be deemed to be on leave without pay and shall not receive any allowance or benefits. During these periods, the teacher shall be subject to clause 5-13.13 for the first six (6) weeks and to clause 5-13.28 thereafter.

5-13.15

The maternity leave may last for less than the number of weeks provided for in clause 5-13.05. If the teacher returns to work within the two (2) weeks following the birth, she must, at the board's request, produce a medical certificate confirming that she is sufficiently recovered to resume work.

5-13.16

During the fourth (4th) week preceding the termination of the maternity leave, the board must send the teacher a notice indicating the anticipated date of the termination of the said leave.

The teacher to whom the board has sent such a notice must report to work upon the termination of the maternity leave unless the leave is extended as prescribed in clause 5-13.31.

The teacher who does not comply with the preceding paragraph shall be considered as being on a leave of absence without salary for a maximum period of four (4) weeks. At the end of this period, the teacher who has not reported back to work shall be considered as having resigned.

5-13.17

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

Section 3 Special leaves for pregnancy and breastfeeding**5-13.18 Provisional assignment and special leaves**

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

- 1) she is pregnant and her working conditions expose her or her unborn child to infectious diseases or to physical dangers;
- 2) her working conditions involve dangers for the child whom she is breastfeeding;
- 3) she works regularly at a cathode-ray screen.

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

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

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

D) If the assignment is not carried out immediately, the teacher shall be entitled to a special leave beginning immediately. Unless a provisional assignment arises afterward to cancel the special leave, the special leave shall terminate for the pregnant teacher on the date of the birth and for the teacher who is breastfeeding her child, at the end of the period during which the child is breastfed. However, for a teacher who is eligible for benefits under the Act respecting parental insurance and whose special leave began on or after January 1, 2006, the special leave shall end as of the fourth (4th) week prior to the due date.

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

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

However, if the teacher exercises her right to apply for a review of the CSST decision or to contest it before the Commission des lésions professionnelles, the reimbursement cannot be payable until the administrative review decision of the CSST or, where applicable, the decision of the Commission des lésions professionnelles has been rendered.

- G) In addition to the preceding provisions, at the teacher's request, the board must study the possibility of temporarily changing the duties of the teacher assigned to a cathode-ray screen so as to reduce her working time at the cathode-ray screen to a maximum of two (2) hours per half-day and of assigning her to other duties which she is reasonably capable of performing for the remainder of her working time. The change in duties must not cause the teacher to lose any rights.

5-13.19 Other special leaves

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

- a) when a complication in the pregnancy or a risk of miscarriage requires a work stoppage for a period prescribed by a medical certificate; this special leave cannot be extended beyond the beginning of the fourth (4th) week preceding the due date;
- b) when a natural or induced miscarriage occurs before the beginning of the twentieth (20th) week preceding the due date, upon presentation of a medical certificate prescribing the duration;
- c) for visits with a health professional related to the pregnancy and attested to by a medical certificate or a written report signed by a midwife; as regards these visits, the teacher shall be granted a special leave without loss of salary or premiums for regional disparities for a maximum of four (4) days which may be taken in half-days.

5-13.20

During the special leaves granted under this section, the teacher shall be entitled to the benefits prescribed in clause 5-13.13, if she is entitled to them, and in clause 5-13.17. A teacher covered by subparagraphs a), b) and c) of clause 5-13.19 may avail herself of the benefits of the sick-leave plan or the salary insurance plan. In the case of subparagraph c) of clause 5-13.19, the teacher must first have used up the four (4) days prescribed.

Section 4 Other parental leaves

Paternity leaves

5-13.21

- A) A teacher shall be entitled to a leave with salary for a maximum period of five (5) working days for the birth of his child. The teacher shall also be entitled to this leave if the pregnancy is terminated after the beginning of the twentieth (20th) week preceding the due date. While this leave need not be continuous, it must be taken between the beginning of the delivery and the fifteenth (15th) day following the mother's or the child's return home. One of the five (5) days may be used for the child's baptism or registration.

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

- B) On the occasion of his child's birth, a teacher shall also be entitled to paternity leave without pay for no more than five (5) weeks which, subject to subclauses C) and D), must be consecutive. This leave shall end no later than the end of the fifty-second (52nd) week following the week of his child's birth. During such a leave, the teacher shall be covered by clause 5-13.28.

The teacher shall notify the school board as soon as possible of when he intends to take the paternity leave.

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

- C) When his child is hospitalized, the teacher may suspend his paternity leave upon agreement with the school board and return to work for the duration of the hospitalization.
- D) At the teacher's request, the paternity leave may be broken down into individual weeks if the child is hospitalized or if the teacher is absent because of an accident or illness or because of a situation provided for in section 79.8 of the Act respecting labour standards (R.S.Q., c. N-1.1).

The maximum number of weeks for which the paternity leave can be interrupted shall be equivalent to the number of weeks of hospitalization. If the teacher is absent because of an accident or illness or because of a situation provided for in section 79.8 of the Act respecting labour standards, the number of weeks the paternity leave is interrupted shall correspond to the number of full weeks the situation lasts. However, the interruption shall not exceed fifteen (15) weeks in the first case or six (6) weeks in the second case.

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

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

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

Adoption leaves and leaves without salary for adoption purposes

5-13.22

- A) A teacher who legally adopts a child, other than his or her spouse's child, is entitled to an adoption leave not exceeding ten (10) weeks which, subject to subclauses D) and E), must be taken consecutively.

The leave of the teacher eligible for benefits under the Québec Parental Insurance Plan shall be concurrent with the period during which benefits granted under the Act respecting parental insurance are paid and must begin no later than the week following the start of parental insurance benefit payments.

The leave of a teacher who is ineligible for benefits under the Québec Parental Insurance Plan must be taken after the order of placement of the child or the equivalent in the case of an international adoption in accordance with the adoption plan or at another time agreed upon with the board.

- B) 1) During the adoption leave prescribed in subclause A) of this clause, a teacher eligible for benefits under the Québec Parental Insurance Plan shall receive an allowance calculated as follows:

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

- 2) During the adoption leave prescribed in subclause A) of this clause, a teacher eligible for benefits under the Employment Insurance Plan shall receive an allowance calculated as follows:

the payment of salary prescribed for each period under clause 6-8.01 that the teacher would have received had he or she been at work, reduced by the amount of the Employment Insurance Plan benefits that he or she receives.

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

- C) A teacher who is not eligible for adoption benefits under the Québec Parental Insurance Plan or for parental benefits under the Employment Insurance Plan and who adopts a child, other than his or her spouse's child, shall receive during an adoption leave provided for in subclause A) of this clause an allowance equal to his or her salary prescribed for each period under clause 6-8.01 that the teacher would have received had he or she been at work.

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

- E) Upon the teacher's request, an adoption leave may be divided into weeks if his or her child is hospitalized or due to a situation covered by section 79.8 of the Act respecting labour standards or if the teacher must be absent due to an accident or illness.

The maximum number of weeks during which the adoption leave is suspended corresponds to the number of weeks of hospitalization. If the teacher is absent due to an accident or illness or due to a situation covered by section 79.8 of the Act respecting labour standards, the number of weeks during which the adoption leave is suspended corresponds to the number of complete weeks the situation lasts, without exceeding fifteen (15) weeks in the first case or six (6) weeks in the second case.

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

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

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

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

5-13.23

Clause 5-13.12 shall apply to a teacher who is receiving the allowances provided for in subclauses B) and C) of clause 5-13.22, with the necessary changes.

5-13.24

A teacher who adopts his or her spouse's child shall be entitled to a leave of no more than five (5) working days, the first two (2) of which shall be with pay.

Such leave may be broken down into individual days and shall not be taken after fifteen (15) days have elapsed since the child arrived at the family home.

5-13.25

The teacher shall benefit, with a view to adopt a child, from a leave of absence without salary of a maximum duration of ten (10) weeks as of the date he or she assumes responsibility for the child, unless it is the spouse's child.

The teacher who must travel outside of Québec in order to adopt a child, unless it is the spouse's child, shall be granted, for that purpose and upon written request to the board two (2) weeks in advance where possible, a leave of absence without salary for the time necessary for such travel.

However, the leave shall end no later than the week following the first payment of QPIP benefits and the provisions of subclause A) of clause 5-13.22 shall apply.

During the leave of absence without salary, the teacher shall be entitled to the same benefits as those inherent to the leaves of absence without salary and part-time leaves of absence without salary prescribed in this article.

5-13.26

If, following a leave for adoption for which the teacher has received the indemnity paid under subclauses B) and C) of clause 5-13.22, no adoption results, the teacher shall be considered as having taken his or her leave without salary pursuant to clause 5-13.25 and shall reimburse the indemnity at a rate of thirty percent (30%) of the salary payable per pay period until the amount has been paid in full, unless the parties agree otherwise.

Leaves of absence without salary and part-time leaves of absence without salary**5-13.27**

A teacher who wishes to extend her maternity leave, a teacher who wishes to extend his paternity leave and a teacher who wishes to extend either one of the adoption leaves shall benefit from one of the five (5) options listed hereinafter, under the conditions stipulated therein:

- a) a leave under clause 5-10.30;
- or
- b) a full-time leave without salary:
 - 1) until the end of the current school year, if he or she so requests;
 - 2) for the following complete school year if the teacher benefited from the leave prescribed in the preceding subparagraph 1), if he or she so requests;
 - 3) for a second complete school year if the teacher benefited from the leave prescribed in the preceding subparagraph 2), if he or she so requests;
- or
- c) a full-time leave of absence without salary for a maximum period of fifty-two (52) continuous weeks which begins at the time the teacher chooses and ends no later than seventy (70) weeks following the birth or, in the case of an adoption, seventy (70) weeks after full legal responsibility for the child is assumed;
- or

- d) a leave of absence without salary for part of a year for a maximum period of two (2) years; unless there is an agreement to the contrary between the board and the teacher, during that leave, the teacher shall have the choice of working or not:
- 1) for each complete period where the starting date coincides with the beginning of the work year and the end coincides with the last workday in December;
 - 2) for each complete period where the starting date coincides with the first workday in January and the end coincides with the last workday in June;
 - 3) for the period included between the beginning of the leave of absence without salary and the last workday in December, if the leave without salary is taken between the beginning of the work year and the last workday in December or for the period included between the beginning of the leave without salary and the last workday in June, if the leave without salary is taken between the first workday in January and the last workday in June.

A leave of absence without salary which includes four (4) periods as defined in subparagraphs 1), 2) and 3) shall be for two (2) years;

or

- e) a partial leave without salary; unless there is an agreement to the contrary between the board and the teacher, the following terms apply:
- 1) the leave begins between December 31 and July 1:
 - until the end of the current work year, the teacher shall either choose to work on a full-time basis or benefit from a full-time leave without salary;
 - for the following complete work year, the teacher shall be entitled during the entire year to a leave without salary for part of the week determined by the board:
 - i) for the secondary-level teacher and the preschool and elementary-level specialist: a fixed period of time in his or her timetable equal to approximately fifty percent (50%) of the workload;
 - ii) for the preschool teacher: mornings or afternoons;
 - iii) for every other teacher: five (5) half-days per week;
 - for a second complete work year, the teacher shall be entitled to a partial leave without salary under the same conditions as for the first complete work year;
 - 2) the leave begins between June 30 and the first workday of the school year:
 - for the following complete work year, the teacher shall be entitled during the entire year to a leave without salary for part of the week determined by the board:
 - i) for the secondary-level teacher and the preschool and elementary-level specialist: a fixed period of time in his or her timetable equal to approximately fifty percent (50%) of the workload;
 - ii) for the preschool teacher: mornings or afternoons;
 - iii) for every other teacher: five (5) half-days per week;
 - for a second complete work year, the teacher shall be entitled to a partial leave without salary under the same conditions as for the first complete work year;
 - 3) the leave begins between the first workday of the school year and January 1:
 - until the end of the current work year, the teacher shall either choose to work on a full-time basis or benefit from a full-time leave without salary;

- for the following complete work year, the teacher shall be entitled during the entire year to a leave without salary for part of the week determined by the board:
 - i) for the secondary-level teacher and the preschool and elementary-level specialist: a fixed period of time in his or her timetable equal to approximately fifty percent (50%) of the workload;
 - ii) for the preschool teacher: mornings or afternoons;
 - iii) for every other teacher: five (5) half-days per week;
 - for a second complete work year, the teacher shall be entitled to a full-time leave without salary;
- f) the leaves prescribed in paragraphs a), b), d) and e) must be taken immediately after the maternity leave, the paternity leave provided for in subclause A) of clause 5-13.21 or the leave for adoption;
- g) the leaves prescribed in paragraph b), d) or e) may be changed for any one of the other three (3) options only once under the following conditions:
- the change is effective as of the beginning of a school year and must be requested in writing before the preceding June 1;
 - it may not extend beyond the period originally foreseen for the leave.

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

A teacher who does not use his or her leave of absence without salary for one of the leaves prescribed in paragraph b), d) or e) of this clause may benefit from the unused portion of his or her spouse's leave as a leave of absence without salary by complying with the procedures prescribed in this article. Where applicable, the leave shall be divided over two (2) immediately consecutive periods.

If the teacher's spouse is not an employee of the public and parapublic sectors, the teacher may obtain, under the conditions stipulated, a leave without salary prescribed in paragraph b), d) or e) of this clause within two (2) years of the birth or adoption; in all cases, the said leave cannot exceed the two (2)-year period following the birth or adoption.

5-13.28

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

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

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

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

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

5-13.29

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

Leave for parental responsibilities**5-13.30**

- A) A leave without salary for part of a year for a maximum of one (1) year shall be granted to a teacher whose minor child suffers from socioemotional problems or whose minor child is handicapped or ill and who requires his or her care. The leave shall be scheduled in accordance with paragraph d) of clause 5-13.27.
- B) The teacher may obtain a leave without salary for a complete school year or a partial leave without salary for a complete school year instead of availing himself or herself of the leave. The partial leave without salary shall be scheduled in accordance with paragraph e) of clause 5-13.27.
- C) Subject to the other provisions of the agreement, the teacher may be absent from work for up to six (6) days per year so that he or she may be with his or her child or his or her spouse's child to fulfill obligations relating to the child's health, safety or education.
- D) Days taken for this purpose shall be deducted from the teacher's annual bank of sick-leave days and, failing this, the days of absence shall be without salary.

Miscellaneous provisions**5-13.31**

- A) The leave for adoption referred to in clause 5-13.22 and the leave for the purpose of adoption referred to in the first paragraph of clause 5-13.25 shall be granted upon written request submitted at least two (2) weeks in advance.
- B)
 - 1) The full-time leaves prescribed in paragraphs a), b) and c) of clause 5-13.27 shall be granted upon written request submitted at least two (2) weeks in advance.
 - 2) The leave of absence without salary prescribed in paragraph d) of clause 5-13.27 shall be granted upon written request submitted at least two (2) weeks in advance and shall 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 (3) months before the beginning of this second year.
 - 3) In the case of the leaves prescribed in paragraphs a), c) and d) of clause 5-13.27, the request must specify the date of return to work.
 - 4) The leave of absence without salary prescribed in paragraph e) of clause 5-13.27 shall be granted upon written request submitted at least two (2) weeks in advance.
 - 5) The partial leave of absence without salary prescribed in paragraph e) of clause 5-13.27 shall be granted upon written request submitted before the preceding June 1.
- C) The leave without salary for part of a year prescribed in subclause A) of clause 5-13.30 shall be granted upon written request submitted at least two (2) weeks in advance.

The leaves for parental responsibilities prescribed in subclause B) of clause 5-13.30 shall be granted upon written request submitted before the preceding June 1.

5-13.32

During the fourth (4th) week before the end of the adoption leave, the board must send the teacher a notice indicating the expiry date of the leave.

A teacher to whom the board has sent such a notice must report to work at the expiry of the adoption leave, unless the leave is extended under clause 5-13.31.

A teacher who does not comply with the preceding paragraph shall be considered as being on a leave of absence without salary for a maximum period of four (4) weeks. At the end of this period, the teacher who has not reported back to work shall be considered as having resigned.

5-13.33

A teacher to whom the board has sent a four (4)-week notice indicating the date of the expiry of the leave of absence without salary must submit a notice of his or her return at least two (2) weeks before the expiry of the said leave. Failing this, he or she shall be considered as having resigned.

The teacher who wishes to terminate a leave of absence granted under paragraph a), b) or e) of clause 5-13.27 before the anticipated date may only do so for exceptional reasons and with the board's consent. The board and the union may agree on the terms and conditions of the return.

The teacher who wishes to terminate a leave of absence granted under paragraph c) of clause 5-13.27 before the anticipated date must submit a written notice to this effect at least twenty-one (21) days prior to his or her return.

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

5-13.34

A teacher who takes the paternity leave prescribed in subclause A) of clause 5-13.21 or the teacher who takes the adoption leave prescribed in subclause A) of clause 5-13.22 or in clause 5-13.24 of this section shall receive the benefits stipulated in clause 5-13.13, provided he or she is entitled to them and those prescribed in clause 5-13.17.

5-13.35

A teacher shall be entitled to resign for reasons related to maternity without penalty for breach of contract.

The board shall deduct from the salary of the teacher who is not eligible for the maternity benefits prescribed in clauses 5-13.09 and 5-13.10, 1/260 of her annual salary for each workday during which she is absent from work due to maternity up to a maximum of twenty (20) consecutive weeks. Such a teacher shall not be entitled to four (4) weeks of deferred vacation prescribed in clause 5-13.13.

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

5-13.36

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

Notwithstanding the foregoing, the total amounts received by the teacher as QPIP or Employment Insurance benefits, allowances and premiums cannot exceed ninety-five percent (95%) of the amount that constitutes her basic salary and the premium for regional disparities.

Where applicable, a teacher who benefits from the leave for adoption prescribed in clause 5-13.22 shall be entitled to one hundred percent (100%) of the premium for regional disparities during his or her leave for adoption.

5-13.37

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

5-13.38

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

5-14.00 SPECIAL LEAVES**5-14.01**

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

5-14.02

- A) In the event of the death of the teacher's spouse, child¹ or spouse's child living under the same roof: seven (7) consecutive days, working days or not, including the day of the funeral.
- B) In the event of the death of the teacher's father, mother, brother or sister: five (5) consecutive days, working days or not, including the day of the funeral.
- C) In the event of the death of the teacher's parents-in-law, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandson, granddaughter: three (3) consecutive days, working days or not, including the day of the funeral.
- D) The obligation that the leave mentioned in the preceding subclauses A), B) and C) include the day of the funeral shall not be retained when the teacher is unable to leave the locality due to unavailable transportation. In this case, the teacher shall leave the locality as soon as possible and the leave shall begin on the date of departure.
- E) The marriage or civil union of the teacher's father, mother, brother, sister or child: the day of the wedding or civil union.
- F) The change of domicile other than the one provided for in article 5-3.00: the moving day; however, a teacher shall not be entitled to more than one (1) day off per year in this regard.

However, the annual maximum of one (1) day shall be increased to three (3) days when at least one (1) of the two (2) moves is expressly requested by the board.
- G) The marriage or civil union of the teacher: a maximum of seven (7) consecutive days, working days or not, including the day of the wedding or civil union.
- H) An annual maximum of three (3) working days to cover any other event considered as an act of God (disaster, fire, flood, etc.) which obliges the teacher to be absent from work; any other reason which obliges the teacher to be absent from work on which the board and the union agree to grant permission for absence without loss of salary, supplements or premiums for regional disparities.
- I) A maximum of two (2) working days to extend the leave prescribed in subclause A) of clause 5-13.21 or, where applicable, clause 5-13.24.

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

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

5-14.03

The teacher shall be entitled to one (1) day without loss of salary, supplements or premiums for regional disparities, in addition to the number of days indicated in subclauses A), B) and C) of clause 5-14.02, if the funeral takes place at a distance greater than two hundred and forty (240) kilometres from the teacher's residence or two (2) additional days if it takes place at a distance greater than four hundred and eighty (480) kilometres.

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

5-14.04

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

- a) the teacher must sit for official entrance or achievement examinations in an educational institution recognized by the Ministère;
- b) the teacher must serve in a court of law as a juror or a witness in a case in which he or she is not a party;
- 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 dwellingd);
- d) the teacher, at the specific request of the board, undergoes a medical examination in addition to that required by law.

5-14.05

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

5-14.06

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

- a) in the event of the death of his or her spouse, child¹, or spouse's child living under the same roof: three (3) consecutive days, working days or not, including the day of the funeral;
- b) in the event of the death of his or her father, mother, brother or sister: two (2) consecutive days, working days or not, including the day of the funeral;
- c) the teacher referred to in this clause shall be entitled to one (1) day, without loss of salary or premiums for regional disparities, in addition to the number of days indicated in subparagraphs a) and b), if the funeral takes place at a distance greater than two hundred and forty (240) kilometres from the teacher's residence.

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

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

This matter shall be 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 (R.S.Q., c. R-8.2).

5-16.00 LEAVES OF ABSENCE FOR MATTERS RELATED TO EDUCATION

This matter shall be 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 (R.S.Q., c. R-8.2).

5-17.00 SABBATICAL LEAVE WITH DEFERRED SALARY

5-17.01

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

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

5-17.02

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

5-17.03

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

5-17.04

Notwithstanding the preceding provisions, any teacher who was granted a sabbatical leave with deferred salary under the terms of the 1995-1998 or 2000-2003 agreement shall continue to be governed by those provisions.

5-18.00 LEAVES FOR PUBLIC OFFICE

5-18.01

The teacher who stands for public office (deputy, mayor, municipal councillor, alderman or commissioner) shall obtain, upon fifteen (15) days' notice before his or her departure, a leave of absence without salary. This leave of absence without salary shall begin at the earliest on the date of the official declaration of his or her candidacy and shall end at the latest on the eighth (8th) day following the election.

5-18.02

The teacher elected or appointed to hold public office (minister, deputy, mayor, municipal councillor, alderman or commissioner) shall obtain, upon at least fifteen (15) days' notice before his or her departure, a leave without salary to hold public office. The time limit shall be seven (7) days in the case of the teacher who availed himself or herself of the leave provided for in the preceding clause.

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

5-18.03

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

5-18.04

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

5-18.05

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

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

This matter shall be the subject of provisions 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 (R.S.Q., c. R-8.2).

5-20.00 LEAVES FOR LOAN OF SERVICE**5-20.01**

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

5-20.02

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

5-20.03

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

5-20.04

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

5-21.00 PROGRESSIVE RETIREMENT PLAN**5-21.01**

The progressive retirement plan is intended to enable a teacher to reduce his or her time worked for a period of one (1) to five (5) years. The teacher's time worked must not be less than forty percent (40%) of the workweek or its equivalent within a school year.

5-21.02

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

5-21.03

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

5-21.04

To be eligible for the progressive retirement plan, the teacher must verify with the Commission administrative des régimes de retraite et d'assurances (CARRA) that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.

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

5-21.05

- A) The teacher who wishes to benefit from the progressive retirement plan must forward a written request to the board usually before April 1 preceding the school year during which the progressive retirement period shall begin.
- B) The request must specify the period during which the teacher intends to benefit from the progressive retirement plan and the time he or she intends to work during each of the years concerned.
- C) The teacher shall also forward to the board, at the same time as the request, an attestation from CARRA confirming that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.

5-21.06

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

5-21.07

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

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

5-21.08

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

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

5-21.09

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

5-21.10

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

5-21.11

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

5-21.12

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

5-21.13

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

5-21.14

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

5-21.15

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

In the case of a placement on availability, the teacher's contributions to his or her pension plan shall be those prescribed by law for the person placed on availability.

5-21.16

A teacher shall be entitled to all of the benefits of the collective agreement that are compatible with the provisions of this article and the agreement.

5-21.17

Should the teacher not be entitled to his or her pension upon the expiry of the agreement or should the latter be interrupted due to circumstances stipulated by regulation, the agreement shall be extended to the date on which the teacher will be entitled to his or her pension even if the period exceeds five (5) years.

Any changes in the dates set for the beginning and end of the agreement must have the prior approval of CARRA.

5-21.18

- A) In the event of the retirement, resignation, breach of contract, dismissal, nonreengagement, death of the teacher or, where applicable, upon the expiry of the extension agreed to under clause 5-21.17, the agreement shall terminate on the date on which the event occurs.
- B) The agreement shall also terminate if the teacher is relocated to another employer as a result of the application of the provisions of the agreement, unless the new employer agrees to continue the agreement according to the terms and conditions it determines, and provided that such continuation meets the approval of CARRA.

- C) For the purposes specified by regulation:
- 1) The agreement becomes null if the teacher voluntarily ceases to participate in the progressive retirement plan during the first year of the agreement;
 - 2) the agreement terminates:
 - if the teacher voluntarily ceases to participate in the progressive retirement plan more than one (1) 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 (1) year after the date set for the beginning of the agreement.
- D) If the agreement becomes null or terminates due to circumstances mentioned previously or stipulated by regulation, the pensionable salary, the credited service and the contributions shall be determined, for each of these circumstances, in the manner stipulated in the regulation.

5-21.19

Upon the expiry of the agreement, the teacher shall resign automatically and shall retire.

5-21.20

The board and the teacher shall sign, where applicable, the agreement stipulating the terms and conditions concerning the progressive retirement plan.

CHAPTER 6-0.00 REMUNERATION OF TEACHERS**6-1.00 EVALUATION OF SCHOOLING****6-1.01**

Within thirty (30) days after the coming into force of the agreement, the Association shall accredit a representative to the Ministère. Thereafter, and for the entire term of the agreement, an Association representative must be accredited to the Ministère.

6-1.02

- A) The Minister shall draft rules for the application of Regulation No. 4¹ of the Minister for all rules not already explicitly prescribed in the *Manuel d'évaluation de la scolarité* in effect on the date of the coming into force of the agreement.
- B) The Minister shall also draw up draft amendments to the rules already in existence.
- C) These drafts, including the draft amendments to the rules already in existence, shall be submitted for consultation to the accredited representative, if there is one.
- D) Should the accredited representative feel that he or she has recommendations to make, he or she may make them to the Minister within thirty (30) days (excluding the months of July and August) of the receipt of those drafts.
- E) After this time limit, the Minister shall decide on rules for the application of Regulation No 4¹ of the Minister, which rules become an integral part of the *Manuel d'évaluation de la scolarité* and shall then be recognized as part of it as of the date of the coming into force of the agreement. (See Appendix XIV.)
- F) The Minister shall provide technical support (consultation and advice) to school boards to facilitate the application of the rules prescribed in the *Manuel d'évaluation de la scolarité*. Among other things, the service shall ensure the training of the personnel responsible for this file in the school boards.

Lastly, the Minister shall forward to the school boards and unions any addition or amendment to the existing rules.

6-1.03

The board shall decide² on the evaluation of every teacher's schooling in complete years according to the *Manuel d'évaluation de la scolarité* in force on the date of the coming into force of the agreement. The decision shall appear on the official attestation of the status of the teacher's schooling which shall be issued by the board and signed by its representative. The decision shall also apply to the fractions of years of schooling, if any. The board need not issue a new attestation if, following a new evaluation of a teacher's schooling, the new evaluation does not involve a change in the complete years of his or her schooling. In this case, the board shall so inform the said teacher in writing. A copy of the notice shall also be forwarded to the union.

However, the board shall issue an official attestation of schooling to the teacher:

- when the teacher who so requests it maintains that such new evaluation of schooling involves a change in the complete years of his or her schooling;

¹ The Regulation respecting the criteria for evaluating years of schooling as a factor in establishing the qualifications of teaching personnel (R.R.Q., c. C-60, r.4).

² Any decision of the board concerning the evaluation of schooling made pursuant to article 6-1.00, 6-2.00 or 6-3.00 shall comply with the *Manuel d'évaluation de la scolarité* and shall fall under the Regulation respecting the criteria for evaluating years of schooling as a factor in establishing the qualifications of teaching personnel (R.R.Q., c. C-60, r.4) adopted under the Act respecting the Conseil supérieur de l'éducation (R.S.Q., c. C-60) and of which the Minister is responsible for its application.

- when a modified rule is added to the *Manuel d'évaluation de la scolarité* and such rule results in a change in the teacher's schooling.

6-1.04

In order to decide on the evaluation of a teacher's schooling, the board shall take into account the transcripts of marks, reports, certificates, degrees, diplomas and official documents within the meaning of the rules of the *Manuel d'évaluation de la scolarité* which it has on hand concerning this teacher. The board shall also decide on the evaluation each time it has on hand, in accordance with article 6-3.00, new transcripts of marks, reports, certificates, degrees, diplomas and official documents within the meaning of the rules of the *Manuel d'évaluation de la scolarité* concerning the teacher.

6-1.05

The board shall forward to every teacher the official attestation of the status of his or her schooling; a copy shall also be forwarded to the union.

The board shall also forward to the teacher who so requests in writing the list of every document which it has on hand concerning the teacher and which is not recognized for purposes of evaluating his or her schooling.

6-1.06

Within sixty (60) days (excluding the months of July and August) after the teacher receives the official attestation of the status of his or her schooling, he or she may submit a written request for revision to the Revision Committee. Such a request for revision may also be submitted by the union within the same time limits. A copy of the request shall be forwarded to the member designated by the Association.

The board shall also be informed of the revision request so that it may forward to the committee any information required under clause 6-1.04.

The Revision Committee shall be considered as validly possessing the requests for revision submitted in accordance with former collective agreements and for which no decision has been rendered by the committee.

In the case where the Revision Committee decides to apply in a strict manner the time limit prescribed in this clause contrary to past practice, it must notify the Association in writing of its intention.

6-1.07

- A) The Revision Committee consists of three (3) members, two (2) of whom shall be designated as follows:
- one (1) member designated by the Association;
 - one (1) member designated jointly by the Ministère and the Fédération.

The two (2) designated members shall choose the other member who shall automatically become chairperson of the committee.

- B) However, the Association must appoint at least one substitute for its designated member. The Ministère and the Fédération must also jointly appoint at least one substitute for their designated member. The substitutes may be present at the committee meetings but have no power of decision. Nevertheless, if a designated member does not attend a meeting of the committee and if his or her substitute is present, the substitute shall become the designated member for the purpose of the meeting.

6-1.08

The committee shall analyze whether the decision on the official attestation concerning the evaluation of the teacher's schooling conforms to the *Manuel d'évaluation de la scolarité*. To do this, it shall take into account the documents listed on the attestation and kept at the board in the file on the evaluation of schooling of the teacher concerned. Should the committee ascertain during its analysis that a document mentioned in clause 6-1.04 does not appear on the attestation, it shall then proceed with the evaluation of the document.

6-1.09

The committee shall be bound by the *Manuel d'évaluation de la scolarité*. It cannot, by its decision, modify, subtract from or add to the rules included in the *Manuel*.

The committee may include with its decision a recommendation to the Minister in the case where the request for revision may be the subject of an evaluation of "special qualifications" or a "special decision" concerning an evaluation rule which appears in the *Manuel d'évaluation de la scolarité*. Such a recommendation shall not constitute a decision within the meaning of clause 6-1.10 and shall bind the Ministère, the union, the board and the teacher only if the Minister implements the recommendation.

6-1.10

The decision of the committee shall be final and shall bind the teacher, the union, the board and the Minister. It must be forwarded to the teacher concerned, the union, the board and the Ministère.

6-1.11

If the decision of the committee or the decision of the Minister resulting from a recommendation of the committee as provided for in clause 6-1.09 involves a change in the evaluation of the teacher's schooling in complete years, the board must forward to the teacher, within sixty (60) days of the said decision, a new official attestation of the status of his or her schooling with a copy to the union. If the decision of the Minister concurs with the committee's recommendation and if this decision does not entail a change in the evaluation of the teacher's schooling in complete years, the Ministère shall so advise the Revision Committee and the teacher concerned in writing.

If the decision of the Revision Committee provided for in clause 6-1.07 of the 2000-2003 agreement involves a change in the evaluation of a teacher's schooling, the board must forward to the teacher, if it has not already done so, a new official attestation of the status of his or her schooling, with a copy to the union.

6-1.12

The chairperson of the committee shall set the time, date and place of the committee meetings and shall so notify the two (2) designated members in writing. It shall also be the chairperson's duty to prepare the roll of the requests for revision.

6-1.13

The committee members may validly sit in the following cases:

- a) the two (2) designated members may sit in the absence of the chairperson and without any notice of meeting;
- b) the three (3) members may sit with or without notice of meeting;
- c) the chairperson and one designated member may sit in the absence of the other designated member if the absent member has been notified of the meeting in accordance with clause 6-1.12.

6-1.14

In the cases stipulated in subparagraphs a) and b) of clause 6-1.13, should the two (2) designated members of the committee concur in a decision and sign it, this decision shall constitute that of the committee.

6-1.15

In the cases stipulated in subparagraphs b) and c) of clause 6-1.13, should the two (2) designated members of the committee not concur in a decision, every decision signed by the chairperson and one designated member constitutes the decision of the committee. However, the designated member who disagrees may sign as dissident.

6-1.16

The fees and expenses of a designated member of the committee shall be borne by those who designated him or her. The fees and expenses of the chairperson shall be borne by the Ministère.

6-1.17

The mandate of the committee and its members shall be for the term of the agreement. In the event of the resignation, death or inability to act of a member of the committee, his or her successor shall be designated or chosen in the same manner as the member he or she replaces.

6-1.18

If a member of the committee has not been designated within sixty (60) days after the coming into force of the agreement or within thirty (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 sixty (60) days after the coming into force of the agreement or within sixty (60) days of the resignation, death or inability to act of the chairperson, the chairperson shall be appointed by the chief arbitrator.

6-1.19

Subject to the provisions of clauses 6-1.06 to 6-1.11 and to the provisions regarding amendments to the rules of the *Manuel d'évaluation de la scolarité*, nothing in this article 6-1.00 must be interpreted as invalidating the official attestation of the status of a teacher's schooling issued by the Minister since August 1971 or by a board¹ since July 1, 1995.

6-1.20

The teacher, the board, the union, the Association, the Fédération and the Ministère shall expressly renounce any contestation, before an arbitrator or before any authority whatsoever, of any decision included in the *Manuel d'évaluation de la scolarité*, any decision of the Minister or a board¹ appearing on the official attestation, as well as any decision of the committee. These renunciations concerning any decision of the Minister or a board¹ appearing on the official attestation shall not have the effect of annulling the provisions of this article dealing with a request for revision.

6-1.21

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

¹ Within the meaning of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2)

6-1.22

- A) Within sixty (60) days after the coming into force of the agreement, an advisory committee shall be set up, the mandate of which shall be to study and to make recommendations to the Minister regarding any complaint or suggestion pertaining to an evaluation rule contained in the *Manuel d'évaluation de la scolarité*.
- B) The committee consists of the following members:
- a member designated by the Association;
 - a member designated by the Ministère;
 - a chairperson designated by the two (2) aforementioned parties.
- C) A complaint or suggestion shall only be admissible if it is drawn up by the member designated by the Association.
- D) Every unanimous recommendation of the committee dealing with an evaluation rule must entail a corresponding amendment to the *Manuel d'évaluation de la scolarité*.
- E) Moreover, the Ministère and the Association may appoint a substitute for their designated member. The substitutes may attend the committee meetings but shall not have the right to vote.
- F) Nevertheless, if a designated member is not present at a committee meeting, his or her substitute shall then become the designated member for the purposes of that meeting.
- G) The committee shall establish its own rules of operation.
- H) The fees and expenses of a designated member of the committee shall be borne by those who designated him or her. The fees and expenses of the chairperson shall be borne by the Ministère.

6-2.00 CLASSIFICATION**6-2.01**

The evaluation of schooling in complete years as decided in clause 6-1.03 or 6-1.11 shall determine the applicable rate¹, if any, as well as the salary scale granted to every teacher in the following manner:

- a) There shall be classified in the single salary scale:
- every teacher who has 17 years of schooling or less;
 - every teacher who has 18 years of schooling;
 - every teacher who has 19 years of schooling or more without a doctorate.
- b) There shall be classified in the 20-year salary scale:
- every teacher who has 19 years of schooling or more with a doctorate.

This clause shall be used for definitive classification. The definitive classification shall be based on the official attestation of the status of the teacher's schooling in complete years.

A1 ¹ For the purpose of applying subclause B) of clause 6-7.02, the applicable rates are: 16 years or less (every teacher who has 16 years of schooling or less), 17 years (every teacher who has 17 years of schooling), 18 years, 19 years (read "19 years or more" as of the 141st workday of the 2005-2006 school year) and 20 years (up until the 140th workday of the 2005-2006 school year).

The board shall recognize for every teacher it hires the official attestation of schooling issued by the Minister or by a board¹.

6-2.02

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

6-2.03

For every teacher to whom the Minister or a board¹ has not issued an official attestation of the status of his or her schooling, the board shall provisionally establish:

- a) according to the *Manuel d'évaluation de la scolarité* of the Minister, the salary scale in which his or her transcripts of marks, reports, certificates, degrees, diplomas and official documents within the meaning of the rules of the *Manuel d'évaluation de la scolarité* would permit him or her to be classified under clause 6-2.01;
- b) according to the Regulation No. 4² of the Minister, the salary scale in which his or her transcripts of marks, reports, certificates, degrees, diplomas and official documents within the meaning of the rules of the *Manuel d'évaluation de la scolarité* would permit him or her to be classified under clause 6-2.01 if these documents cannot be clearly identified with evaluations prescribed in the *Manuel d'évaluation de la scolarité* of the Minister.

The board alone shall determine a teacher's provisional salary scale within thirty (30) days of the receipt of the documents. However, the board shall not claim any money as a result of a decision to decrease the provisional classification for the period preceding the first day of the month following the date on which the teacher received the notice of change.

6-2.04

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

6-2.05

Within fifteen (15) days of the decision concerning the provisional classification under clause 6-2.03, the board shall forward a copy of the provisional classification file to the union.

6-2.06

If the union disagrees with the provisional classification of a teacher, as determined by the board under clause 6-2.03, it shall make comments to the board which it deems relevant.

The board shall inform the teacher and the union whether or not it decides to change the teacher's provisional classification as a result of the union's comments.

6-2.07

Except in the cases prescribed in article 6-3.00, every definitive classification made under clause 6-2.01 shall have a retroactive effect to the date of entry into service for the school year during which a teacher provided the board with the documents necessary for the request for the evaluation of his or her years of schooling. For the purposes of the agreement, the definitive classification may have no effect prior to July 1, 2003 (Appendix XV).

¹ Within the meaning of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2)

² The Regulation respecting the criteria for evaluating years of schooling as a factor in establishing the qualifications of teaching personnel (R.R.Q., c. C-60, r.4).

The salary readjustment and the payment of retroactivity, if any, following the definitive classification shall be made on the first payday of the month following the date on which the teacher received the official attestation of the status of his or her schooling. However, the board shall not claim any money as a result of the application of the official attestation of the status of his or her schooling for the period prior to the first day of the month following the date on which the teacher received the official attestation of the status of his or her schooling.

6-3.00 RECLASSIFICATION

6-3.01

- A) Reclassification of teachers shall take place once yearly.
- B) The teacher who wishes to be reclassified must provide the board either with the documents mentioned in clause 6-2.02 or with a copy of the request for these documents made by the teacher to the institution that is to issue them.
- C) The board shall then proceed, if need be, with the provisional reclassification of the teacher in accordance with the provisions of subparagraph a) of clause 6-2.03 within thirty (30) days of the date on which it received a complete request to this effect.
- D) If need be, the salary readjustment resulting from provisional reclassification shall be retroactive to the middle (101st day) of the current work year:
 - if, on January 31 of the said current school year, the teacher had completed the studies required for a new evaluation of his or her years of schooling,
 - and
 - if he or she provided before April 1 of the said current school year the documents required under subclause B) of this clause.
- E) If the union disagrees with the provisional reclassification of a teacher, as established by the board in accordance with subparagraph a) of clause 6-2.03, it shall make comments to the board which it deems relevant.
- F) The board shall inform the teacher and the union whether or not it decides to change a teacher's provisional reclassification as a result of the union's comments.
- G) If the board refuses to proceed with a provisional reclassification, it must, at the union's request, evaluate the schooling of the teacher concerned under clause 6-1.03.

6-3.02

Within sixty (60) days of the date on which the board received the complete request, it shall forward to the union a copy of this teacher's provisional reclassification file.

6-3.03

- A) Following a new evaluation of a teacher's schooling as decided in clause 6-1.03 or 6-1.11, the board shall proceed with the reclassification, if need be, in accordance with clause 6-2.01.
- B) A teacher who is reclassified to seventeen (17) years shall be entitled to an advancement of two (2) steps on the single salary scale without exceeding step 17. A teacher who is reclassified to sixteen (16) years or less shall not be entitled to any accelerated advancement in step.
- C) A teacher who is reclassified to eighteen (18) years or nineteen (19) years shall be granted the step corresponding to his or her experience recognized under article 6-4.00 of the agreement without exceeding step 17 of the single salary scale and shall be entitled to an advancement of two (2) steps per year of additional schooling.

- D) A teacher who is reclassified to nineteen (19) years or more with a doctorate shall be granted step 20 of the scale corresponding to the number of years of experience recognized under article 6-4.00 of the agreement.
- E) The salary readjustment, if need be, resulting from the reclassification shall be retroactive to the time stipulated for the provisional reclassification as specified in subclause D) of clause 6-3.01.
- F) Where applicable, the payment of retroactivity resulting from the reclassification shall be made on the first payday of the month following the date on which the teacher received the official attestation of the status of his or her schooling, taking into account the amounts already paid as a result of the provisional reclassification.
- G) If the decision following the evaluation of a teacher's schooling provided for in subclause A) of this clause invalidates the provisional reclassification established by the board, the board shall not claim any money as a result of the application of the official attestation of the status of schooling for the period included between the date on which this provisional reclassification took effect and the first day of the month following the date on which the teacher received the official attestation of the status of his or her schooling.

6-4.00 RECOGNITION OF YEARS OF EXPERIENCE

6-4.01

- A) For every teacher in its employ on July 1, 2003, the board shall recognize the years of experience and experience step which it recognized for him or her for the 2002-2003 school year, which are readjusted to take into account the 2002-2003 school year by applying article 6-4.00 of the 2000-2003 agreement.
- B) For every teacher in its employ on July 1, 2003, the board shall evaluate the years of experience acquired after the 2002-2003 school year in accordance with clauses 6-4.02 to 6-4.08 of the agreement and, where applicable, shall revise his or her step accordingly.
- C) The board shall evaluate, under clauses 6-4.02 to 6-4.08 of the agreement, all the years of experience of every teacher engaged as of July 1, 2003.
- D) Notwithstanding the foregoing, the experience acquired in 1982-1983 shall not allow for any advancement in step.

6-4.02

A school year, during which a teacher taught or performed a pedagogical or educational function¹ on a full-time basis 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 function¹ for a minimum of ninety (90) days only because of circumstances beyond his or her control or a parental leave under article 5-13.00 shall be recognized as a year of experience; only the days of leave prescribed in clauses 5-13.05, 5-13.13, 5-13.14, 5-13.18, 5-13.19, 5-13.21, 5-13.22, 5-13.24 and those listed in the fourth paragraph of clause 5-13.28 for the duration stipulated therein shall be considered as days when the teacher teaches or performs a pedagogical or educational function¹.

¹ The expression "pedagogical or educational function" means a pedagogical or educational function within the meaning of Regulation No. 9 (R.R.Q., c. I-14, r. 9) in effect on June 30, 1989 (Appendix XXVII).

6-4.03

Teaching time as a part-time teacher, a teacher-by-the-lesson or a casual supply teacher in a Québec educational institution recognized by the Ministère or in a teaching institution under government authority outside Québec shall be recognized and may be accumulated to constitute a year of experience, in which case the number of teaching days required to constitute a year of experience shall be equal to ninety (90) days as a full-time teacher. However, a teacher may not begin to accumulate days to make up a new year of experience without having completed one hundred and thirty-five (135) days. (See Appendix XVII.)

6-4.04

If a teacher must leave the service of the board for professional improvement activities in accordance with Chapter 7-0.00, the board shall recognize upon his or her return the same number of years of experience he or she would have had had he or she remained in the service of the board.

6-4.05

For a teacher-by-the-lesson and a casual supply teacher, the number of days of experience shall be calculated for each school year separately in the following manner:

- a) For the casual supply teacher

every half-day or day of substitution shall be calculated as such;

- b) For the casual supply teacher and the teacher-by-the-lesson at the secondary level

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

For periods of more than sixty (60) minutes

$$\text{Number of days of experience} = \frac{\text{Total number of periods of more than 60 minutes}}{3}$$

- c) For the casual supply teacher and the teacher-by-the-lesson in preschool education and at the elementary level

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

6-4.06

The practice of a trade or profession which is related to the function the teacher is to perform at the board may, at the time of his or her engagement, be considered as teaching experience according to the following conditions:

- a) This practice was continuous and was the teacher's main occupation.
- b) One year shall consist of twelve (12) consecutive months but any period of continuous service equal to or greater than four (4) months may be accumulated to constitute one or more years.
- c) Each of the first ten (10) years thus spent shall be equal to one (1) year of experience but, beyond these first ten (10) years, every block of two (2) years thus spent shall be equal to one (1) year of experience.

6-4.07

In no case shall more than one year of experience be recognized for any school year during which a teacher taught or performed another pedagogical function nor for any year during which a teacher practised a trade or profession related to the function that he or she is to perform at the board.

6-4.08

Additional years of experience shall be recognized for each year at the beginning of the work year. The full-time teacher must submit to the board, before November 1, the documents establishing that he or she has one or more additional years of experience, unless the documents originate from the board. The salary readjustment resulting from a change in the years of experience shall be retroactive to the beginning of the work year during which the teacher provided the documents establishing the additional year of experience. If the teacher provides the documents establishing the additional year of experience after October 31, he or she shall not receive a salary readjustment for the current school year, unless the responsibility for the delay can be attributed to the institution which provides him or her with the documents.

6-4.09

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

A2 6-5.00 SALARY AND SALARY SCALES**6-5.01**

The teacher shall be entitled to the salary provided for in clauses 6-5.02 to 6-5.04 depending on the scale in which he or she is classified under articles 6-1.00, 6-2.00 and 6-3.00 and depending on the experience recognized under article 6-4.00 and the application of Appendix XXXIX.

The teacher's annual salary shall be valid for the entire school year, including workdays, paid legal holidays and vacation days.

6-5.02

The applicable salary scale shall take into account the increase provided for in clause 6-5.05 for the period concerned.

For the purposes of applying salary rates and scales:

- a) the expression "as of November 21, 2006" means the period from November 21, 2006 to the 140th workday of the 2006-2007 school year;
- b) the expression "as of November 21, 2007" means the period from November 21, 2007 to the 140th workday of the 2007-2008 school year;
- c) the expression "as of the 141st workday means, as the case may be:
 - the period from the 141st workday of the 2005-2006 school year to November 20, 2006;
 - the period from the 141st workday of the 2006-2007 school year to November 20, 2007;
 - the period from the 141st workday of the 2007-2008 school year to the 140th workday of the 2008-2009 school year.

6-5.03 APPLICABLE ANNUAL SINGLE SALARY SCALE**Single¹ scale²**

Steps³	Rates as of the 141st workday of the 2005-2006 school year	Rates as of Nov. 21, 2006	Rates as of the 141st workday of the 2006-2007 school year	Rates as of Nov. 21, 2007	Rates as of the 141st workday of the 2007-2008 school year	Rates as of the 141st workday of the 2008-2009 school year
1	34 369	34 369	35 056	35 056	35 757	36 472
2	35 644	35 644	36 357	36 357	37 084	37 826
3	36 920	36 920	37 658	37 658	38 411	39 179
4	38 399	38 401	39 169	39 171	39 954	40 753
5	40 010	40 029	40 830	40 850	41 667	42 500
6	41 693	41 732	42 567	42 606	43 458	44 327
7	43 443	43 502	44 372	44 432	45 321	46 227
8	45 270	45 351	46 258	46 341	47 268	48 213
9	47 168	47 272	48 217	48 324	49 290	50 276
10	49 150	49 280	50 266	50 399	51 407	52 435
11	51 214	51 371	52 398	52 559	53 610	54 682
12	53 365	53 552	54 623	54 815	55 911	57 029
13	55 606	55 825	56 942	57 166	58 309	59 475
14	57 937	58 190	59 354	59 613	60 805	62 021
15	60 374	60 664	61 877	62 174	63 417	64 685
16	62 909	63 238	64 503	64 840	66 137	67 460
17	65 552	65 924	67 242	67 621	68 973	70 352

The teacher shall be granted the step corresponding to his or her experience, plus:

- 2 steps if his or her schooling is evaluated at 17 years
- 4 steps if his or her schooling is evaluated at 18 years
- 6 steps if his or her schooling is evaluated at 19 years

¹ As defined in clause 1-1.16

² Reference: 6-2.01

³ As defined in clause 1-1.17

6-5.04 APPLICABLE ANNUAL 20-YEAR SALARY SCALE**20-year¹ scale²**

Steps ³	Rates as of the 141 st workday of the 2005-2006 school year	Rates as of the 141 st workday of the 2006-2007 school year	Rates as of the 141 st workday of the 2007-2008 school year	Rates as of the 141 st workday of the 2008-2009 school year
1	47 440	48 389	49 357	50 344
2	48 697	49 671	50 664	51 677
3	49 971	50 970	51 989	53 029
4	51 314	52 340	53 387	54 455
5	52 741	53 796	54 872	55 969
6	54 159	55 242	56 347	57 474
7	55 653	56 766	57 901	59 059
8	57 176	58 320	59 486	60 676
9	58 792	59 968	61 167	62 390
10	60 432	61 641	62 874	64 131
11	62 153	63 396	64 664	65 957
12	63 888	65 166	66 469	67 798
13	65 736	67 051	68 392	69 760
14	67 625	68 978	70 358	71 765
15	69 580	70 972	72 391	73 839

6-5.05 Increase of salary rates and scales as of the 141st workday of the 2005-2006 school year

The applicable salary rates and scales found in clauses 6-5.03 and 6-5.04 take into account an increase of two percent (2%) on the 141st workday of each of the following school years: 2005-2006, 2006-2007, 2007-2008 and 2008-2009 and the application of Appendix XXXIX.

6-6.00 ANNUAL SUPPLEMENTS**6-6.01**

The teacher who is appointed head teacher in a building at the disposal of a school, in accordance with clause 1-1.39, shall receive the following for his or her additional responsibilities:

- an annual supplement of \$1 277 up to the 140th workday of the 2005-2006 school year;
- an annual supplement of \$1 303 as of the 141st workday of the 2005-2006 school year;
- an annual supplement of \$1 329 as of the 141st workday of the 2006-2007 school year;
- an annual supplement of \$1 356 as of the 141st workday of the 2007-2008 school year;
- an annual supplement of \$1 383 as of the 141st workday of the 2008-2009 school year.

The teacher to whom the board expressly assigns additional responsibilities to assist the principal in a school which has only one building at its disposal and which does not have a vice-principal shall also receive the annual supplement for these additional responsibilities.

¹ As defined in clause 1-1.16

² Reference: 6-2.01

³ As defined in clause 1-1.17

6-7.00 PART-TIME TEACHER, TEACHER-BY-THE-LESSON AND SUPPLY TEACHER

6-7.01

A part-time teacher shall be entitled to a percentage of salary equal to the percentage of the workload he or she assumes in relation to the workload of a full-time teacher.

The same shall hold true for premiums for regional disparities and special leaves.

A2 6-7.02

- A) For each period of the 2005-2006, 2006-2007, 2007-2008 and 2008-2009 school years, a teacher-by-the-lesson shall be remunerated on the basis of the applicable hourly rates corresponding to his or her recognized schooling.
- B) A teacher-by-the-lesson shall be remunerated on the basis of the hourly rates set hereinafter:

Rates Periods concerned	16 years or less	17 years	18 years	19 years ¹
As of the 141 st workday of the 2005-2006 school year	\$44.14	\$48.99	\$52.96	\$57.68
As of November 21, 2006	\$44.22	\$49.12	\$53.15	\$57.93
As of the 141 st workday of the 2006-2007 school year	\$45.10	\$50.10	\$54.21	\$59.09
As of November 21, 2007	\$45.18	\$50.23	\$54.40	\$59.35
As of the 141 st workday of the 2007-2008 school year	\$46.08	\$51.23	\$55.49	\$60.54
As of the 141 st workday of the 2008-2009 school year	\$47.00	\$52.25	\$56.60	\$61.75

- C) These rates are for 45 to 60 minutes of teaching and the teacher-by-the-lesson whose periods are of a shorter duration than 45 minutes or of a longer duration than 60 minutes shall be remunerated as follows: for every period less than 45 minutes or greater than 60 minutes, the rate shall be equal to the number of minutes divided by 45 and multiplied by the hourly rate prescribed above for his or her recognized schooling.

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

- D) A teacher-by-the-lesson shall not be entitled to any benefits except for those specifically prescribed in the agreement.
- E) A teacher called upon to give summer courses (outside the work year) within the framework of special remedial or makeup courses offered to students at the elementary and secondary levels shall be remunerated on the basis of the rates prescribed for the teacher-by-the-lesson.

¹ Read "19 years or more" as of the 141st workday of the 2005-2006 school year.

6-7.03

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

Replacement time in one day Periods concerned	60 minutes or less	Between 61 minutes and 150 minutes ¹	Between 151 minutes and 210 minutes ²	More than 210 minutes ³
Up to the 140 th workday of the 2005-2006 school year	\$33.69	\$84.23	\$117.92	\$168.45
As of the 141 st workday of the 2005-2006 school year	\$34.36	\$85.90	\$120.26	\$171.80
As of the 141 st workday of the 2006-2007 school year	\$35.05	\$87.63	\$122.68	\$175.25
As of the 141 st workday of the 2007-2008 school year	\$35.75	\$89.38	\$125.13	\$178.75
As of the 141 st workday of the 2008-2009 school year	\$36.47	\$91.18	\$127.65	\$182.35

B) Notwithstanding the foregoing, a casual supply teacher at the secondary level who is assigned periods of more than sixty (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 two hundred and ten (210) minutes if he or she is assigned three (3) periods or more of more than sixty (60) minutes each in the same day.

C) A casual supply teacher shall receive a minimum of:

- up to the 140th workday of the 2005-2006 school year: \$33.69 per day;
- as of the 141st workday of the 2005-2006 school year: \$34.36 per day;
- as of the 141st workday of the 2006-2007 school year: \$35.05 per day;
- as of the 141st workday of the 2007-2008 school year: \$35.75 per day;
- as of the 141st workday of the 2008-2009 school year: \$36.47 per day;

whenever he or she reports to school to work as a supply teacher at the request of the board or the competent authority.

If he or she substitutes at the secondary level, the casual supply teacher may not be required to do more than five (5) periods of forty-five (45) to sixty (60) minutes per day.

¹ The rates for the duration of this replacement shall be obtained by multiplying the rate for sixty (60) minutes or less by 2.5.

² The rates for the duration of this replacement shall be obtained by multiplying the rate for sixty (60) minutes or less by 3.5.

³ The rates of the duration of this replacement shall be obtained by multiplying the rates for sixty (60) minutes or less by 5.

- D) However, if a full-time or part-time teacher is absent for more than twenty (20) consecutive workdays, the board shall pay the casual supply teacher who replaces the teacher during the twenty (20) days the salary he or she would receive if he or she were a full-time teacher or part-time teacher, as the case may be. The salary that he or she would receive shall be based on the salary scale as established by the board at the beginning of the year or, where applicable, the middle (the 101st day) of the current work year and the experience step acquired as of the first workday of the current work year, and shall be paid at a rate of 1/200 of the annual salary for each day thus worked. In this case, the salary shall be payable from the first day of substitution and the supply teacher must provide, without delay, the documents which will be used to establish his or her salary. Any absence of the casual supply teacher for a total of three (3) days or less during the accumulation of the twenty (20) consecutive days of substitution shall not interrupt this accumulation.
- E) A casual supply teacher shall not be entitled to any of the benefits except for those specifically prescribed in the agreement and shall not be bound by any obligation other than that of carrying out the task assigned to him or her by the board.

6-8.00 MISCELLANEOUS PROVISIONS CONCERNING REMUNERATION

6-8.01

A teacher shall receive the annual salary prescribed in article 6-5.00, as well as the supplements prescribed in article 6-6.00 and the premiums for regional disparities prescribed in Chapter 12-0.00, if any, in twenty-six (26) installments, according to the following terms and conditions:

- a) As of the beginning of the work year, a teacher shall receive, on every second Thursday, 1/26 of the applicable annual amounts in salary, supplements and premiums on the first workday of the pay period¹ concerned.
- b) Notwithstanding subparagraph a), the twenty-sixth (26th) installment in a work year must be adjusted so that the teacher receives, for the work year, 1/200 of his or her applicable annual salary, supplements and premiums, if any, per day worked.
- c) Notwithstanding subparagraph a), the teacher who leaves the service of the board shall receive, upon his or her departure, the remainder of his or her salary including the applicable supplements and premiums owing to him or her.

Under this clause, a teacher shall not receive an amount to which he or she is not entitled under another provision of the agreement.

6-8.02

For the regular teacher who carries out substitution in addition to his or her workload, the remuneration provided for the substitution for every period of forty-five (45) to sixty (60) minutes shall be equal to 1/1000 of the annual salary. For every period less than forty-five (45) minutes or greater than sixty (60) minutes, the compensation shall be equal to the number of minutes divided by forty-five (45) and multiplied by 1/1000 of the annual salary.

6-8.03

The teacher who enters the service of the board after the beginning of the work year or who leaves the service of the board before the end of the work year shall have his or her salary including the supplements and premiums for regional disparities, if any, calculated at a rate of 1/200 of the applicable annual salary per day thus worked.

¹ For those amounts due after the end of the work year, the applicable annual amounts are those in effect on the last day of the work year.

6-8.04

The board shall deduct 1/200 per workday (read 1/400 per half workday and read 1/1000 for every forty-five (45)- to sixty (60)-minute period) of the teacher's applicable annual salary including the supplements and premiums for regional disparities, if any, in the following cases:

- a) authorized absences without salary for a duration of less than one work year;
- b) unauthorized absences or absences used for purposes other than those authorized.

6-9.00 PAYMENT OF SALARY AND OTHER AMOUNTS OWING UNDER THE AGREEMENT

This matter shall be 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 (R.S.Q., c. R-8.2).

CHAPTER 7-0.00 PROFESSIONAL IMPROVEMENT SYSTEM**7-1.00 AMOUNTS ALLOCATED****7-1.01**

- A) For purposes of calculating the amounts allocated under this article, for every school year as of the 2006-2007 school year, the board shall have two hundred and forty dollars (\$240) available per full-time teacher, excluding teachers on availability, in the service of the board on October 15 and covered by this article.

The terms and conditions for using the amounts allocated shall be determined under article 7-3.00, taking into account that a portion of these amounts must be devoted to professional improvement related to special education.

- B) The total annual amount the board shall have available as of the 2006-2007 school year must include all expenses for professional improvement paid by virtue of the provisions contained in the 2000-2003 agreement as well as by virtue of the provisions contained in this agreement.

The amounts resulting from the application of article 5-10.00 of the 2000-2003 agreement and article 5-10.00 of this agreement shall not be deducted from the annual total amount.

- C) The amounts available for one year and not used or committed shall be added to the amounts available for the following school year.
- D) If two (2) or more boards decide, with the consent of the union(s) concerned, to group together for the purpose of administering the professional improvement system, the total annual sum available shall equal the sum of the annual amounts provided for each of the boards. The use of these amounts need not then take into account the percentage share of each participating board.
- E) For all periods prior to the 2006-2007 school year, clause 7-1.01 of the 2000-2003 agreement shall continue to apply.

7-2.00 REMOTE REGIONS (PROTOCOL)**7-2.01**

In order to facilitate the professional improvement of the teachers in the school board, the Minister shall provide, every school year, an amount of \$21 500 as of the 2006-2007 school year.

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

7-3.00 PROFESSIONAL IMPROVEMENT (SUBJECT TO THE AMOUNTS ALLOCATED AND THE PROVINCIAL PROFESSIONAL IMPROVEMENT PROGRAMS)

This matter shall be the subject of provisions 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 (R.S.Q., c. R-8.2).

CHAPTER 8-0.00 TEACHER'S WORKLOAD AND ITS ORGANIZATION**8-1.00 GENERAL PRINCIPLES****8-1.01**

The conditions for exercising the profession of teaching must be such that the student may benefit from the quality of education which he or she is entitled to expect and which the board and the teachers have the obligation to provide to him or her.

8-1.02

The introduction of new pedagogical methods shall be a subject submitted to the participating body of teachers at the board level determined under Chapter 4-0.00.

8-1.03

The criteria governing the choice of textbooks from among the list of textbooks approved by the Minister, the instructional materials required for the teaching of the programs of study as well as their terms and conditions of implementation shall be subjects submitted to the participating body of teachers at the board level determined under Chapter 4-0.00.

The choice of textbooks and the instructional materials required for the teaching of the programs of study shall be subjects of consultation submitted to the participating body of teachers at the school level determined under Chapter 4-0.00.

8-1.04

The change in the report cards used by the board shall be a subject submitted to the participating body of teachers at the board level determined under Chapter 4-0.00.

8-1.05

It shall be the responsibility of the teacher to choose the appropriate method to prepare and present his or her courses within the guidelines of the authorized programs.

The examinations of the board shall be administered in accordance with its evaluation policy, which shall be a subject submitted to the participating body of teachers at the board level determined under Chapter 4-0.00.

8-1.06

The timetable shall be a subject of consultation submitted to the participating body of teachers at the board level determined under Chapter 4-0.00.

8-1.07

The pedagogical guides prepared by the Ministère are instruments made available to teachers for guidance.

8-2.00 GENERAL DUTIES**8-2.01**

The teacher shall provide learning and developmental activities to students and shall participate in the development of student life in the school, student activities¹ being an integral part of a teacher's duties.

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

- 1) prepare and present courses within the guidelines of the authorized programs;
- 2) work together with the other teachers and professionals of the school in order to take the appropriate measures to meet the individual needs of students;
- 3) organize and supervise student activities and participate in them;
- 4) organize and supervise workplace internships;
- 5) be responsible for providing support (encadrement) to a group of students;
- 6) evaluate the performance and progress of students for whom he or she is responsible and report on them to the school administration and to parents according to the system in effect; the system shall be a subject submitted to the participating body of teachers determined under Chapter 4-0.00;
- 7) supervise the students for whom he or she is responsible as well as other students in his or her presence;
- 8) monitor the late arrivals and absences of his or her students and report them to the school administration according to the system in effect; the system shall be a subject submitted to the participating body of teachers determined under Chapter 4-0.00;
- 9) participate in meetings relating to his or her work;
- 10) perform other duties usually assigned to teaching personnel.

8-2.02¹ Student activities²

- A) The Ministère, the Fédération des syndicats de l'enseignement, the school board and the teacher's union recognize the importance of organizing and implementing student activities in order to foster students' personal and social development; to this end, they agree to promote and foster student activities and to promote teachers' involvement in such activities.
- B) Teachers' contribution to the organization and implementation of student activities is important to the success of such activities.
- C) The nature of student activities and the circumstances surrounding their organization and implementation may require occasional modifications or additions to the workload (e.g. daily span, regular workweek, work schedule, workday, meal period).
- D) Modifications that add to the workload shall be determined upon agreement with the school administration and the teacher in question.
- E) When such modifications add to the workload, the administration shall ensure that such time is compensated for during other weeks of the year.

¹ For the purposes of this chapter, "student activities" include:

- educational, cultural, recreational and tourist, sports, social and extracurricular activities, for example: awards days, Christmas parties, year-end dances, province-wide sports days, shows, conferences, plays, concerts, visits to companies or museums, organized trips, snow activities, outdoor activities and so on.

² Clause 8-2.02 applies as of the 2006-2007 school year.

F) Once determined, the modifications shall apply to the entire school year.

8-3.00 INTRODUCTION OF NEW PROGRAMS (PROTOCOL)

8-3.01

When the board introduces a new program, it shall provide students with learning materials and textbooks in sufficient quantity.

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

8-4.00 WORK YEAR

8-4.01

The teachers' work year shall comprise two hundred (200) workdays and, unless there is an agreement to the contrary between the board and the union, they shall be distributed between September 1 and the following June 30.

8-4.02 Distribution in the calendar year of the workdays within the work year excluding the determination of the number of workdays and period covered by the work year

This matter shall be the subject of provisions 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 (R.S.Q., c. R-8.2).

8-5.00 REGULAR WORKWEEK

8-5.01

The regular workweek shall be five (5) days from Monday to Friday and involve thirty-two (32) hours of work at the school. However, the school board or principal may, for the twenty-seven (27) hours provided for in subparagraph 1) of subclause A) of clause 8-5.02, assign the teacher to a workplace other than the school. In addition, at the teacher's request, the school board or principal may, for the five (5) hours provided for in subparagraph 2 of subclause A) of clause 8-5.02, assign a teacher to a workplace other than the school.

8-5.02

A) The hours of the regular workweek shall include:

- 1) twenty-seven (27) work hours at the location assigned to each teacher by the school board or principal;
- 2) - five (5) hours to do the personal work provided for in the section on general duties, clause 8-2.01;
- the time required for the ten (10) group meetings and the first three (3) meetings with parents; should this time result in an extension to the regular workweek, subclause E) of this clause applies.

For the purposes of calculating the number of hours devoted to personal work, the time required for the ten (10) group meetings and the first three (3) meetings with parents shall be considered personal work.

B) The twenty-seven (27) hours provided for in subparagraph 1) of subclause A) do not include the time required for the ten (10) group meetings or the time required for the first three (3) meetings with parents.

C) Unless otherwise agreed by the school board and the union, the twenty-seven (27) hours shall be worked at times set by the school board or principal for each teacher.

- D) The twenty-seven (27) hours may be moved according to the following procedure:
- 1) If it is an occasional change, the notice given shall be sufficient to enable the teacher to report to work at the time in question;
 - 2) if it is a permanent change, the teacher shall be consulted first and, failing agreement on the time of the change, notice shall be given at least five (5) days in advance.
- E) If the regular workweek is extended because of the ten (10) group meetings or the first three (3) meetings with parents, the teacher shall be compensated by an equivalent reduction, for other weeks or other days, of the time provided for personal work under subparagraph 2) of subclause A). It shall be up to the teacher to determine the times for such reduction as provided for in subparagraph 2) of subclause F), as if it were an occasional change.
- F) 1) It is up to the teacher to determine what work he or she does during the hours provided for in subparagraph 2) of subclause A), of the personal work provided for in the general duties specified in clause 8-2.01, as well as the times at which he or she carries out such work, of the times not already determined by the school board or principal, for the twenty-seven (27) hours of work, the ten (10) group meetings or the first three (3) meetings with parents.
- 2) The following procedure shall apply in determining the times for carrying out the personal work provided for in subparagraph 2) of subclause A). Such procedure may be subject to a different agreement between the school board and the union:
- i) The teacher shall notify the school principal of the determination of the appropriate times for the personal work as soon as possible at the beginning of the work year.
 - ii) Then, such determination shall be modified by the teacher to take into account any determination by the school principal concerning the times for the twenty-seven (27) hours of work, the ten (10) group meetings and the first three (3) meetings with parents.
 - iii) If the teacher wishes, over the course of the year, to make an occasional or permanent change to the determination of times for the personal work provided for in subparagraph 2) of subclause A), he or she shall proceed as follows:

If it is an occasional change, he or she shall notify the school principal at least twenty-four (24) hours in advance.

If it is a permanent change, he or she shall notify the school principal at least five (5) days in advance.

The notice must indicate the reason for the change.
- 3) The personal work provided for in subparagraph 2) of subclause A) shall be carried out within the eight (8)-hour workday.
- Notwithstanding the above paragraph and clauses 8-5.03 and 8-5.04, upon agreement between the teacher and the school principal, such personal work may be carried out outside the weekly thirty-five (35)-hour schedule or eight (8)-hour workday.
- Such personal work may also be carried out, if the teacher so determines, outside the weekly thirty-five (35)-hour schedule or eight (8)-hour workday, under the following conditions:
- i) A maximum of four (4) hours a week may be so determined outside the weekly thirty-five (35)-hour schedule or eight (8)-hour workday.
 - ii) Such work shall be carried out during the thirty (30)-minute period immediately preceding the beginning or immediately following the end of the eight (8)-hour workday, or during any part of the meal period provided for in clause 8-7.05 in excess of fifty (50) minutes.

- iii) The times for such work so determined during such meal period shall not exceed two (2) hours per week.

8-5.03

- A) Unless there is an agreement to the contrary between the board and the union and subject to subclause B), the thirty-two (32) hours shall fall within a framework of thirty-five (35) hours per week, which shall also be determined for each teacher by the board or the school administration.
- B) This thirty-five (35)-hour schedule shall not include the period provided for the teacher's meal nor the time required for the ten (10) group meetings and for the first three (3) meetings with parents.
- C) The thirty-five (35)-hour schedule must fall within a daily span of not more than eight (8) hours. The eight (8) hours shall include the same exceptions as the thirty-five (35) hours.

8-5.04

The board shall determine, after consultation with the union, the beginning and end of the teacher's workday.

8-5.05 Terms and conditions for the distribution of work hours

This matter shall be 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 (R.S.Q., c. R-8.2).

8-5.06

If the instruction provided to students covers a cycle other than a five (5)-day cycle, the number of hours mentioned in this article shall be adjusted accordingly.

8-6.00 WORKLOAD**8-6.01**

For the purpose of applying this chapter, the following definitions apply.

- a) Support (encadrement)

Intervention with a student or a group of students to promote the student's personal and social development and to encourage him or her to assume his or her responsibilities as regards his or her own education.

- b) Remediation

Intervention by the teacher with a student or a group of students to prevent problems or academic delays and to provide special support measures to students experiencing problems or academic delays.

- c) Supervision of arrival and dismissal of students

Supervision of a group of students ensured by the teacher who is responsible for the group upon arrival and dismissal from classes. The supervision shall not be included in the workload.

8-6.02

- A) The workload shall include the following professional activities assigned by the board or the school administration: the presentation of courses and lessons, remediation, cognitive and developmental learning activities (preschool education), student activities, support and supervision other than the supervision of the arrival and dismissal as well as the movement of students.
- B) The workload shall be twenty-three (23) hours per week for full-time preschool and elementary school teachers and twenty (20) hours per week for full-time secondary school teachers.
- C) If, for special reasons, the board assigns a teacher a workload which is greater than that provided for in subclause B), the teacher shall be entitled to a monetary compensation equal to 1/1000 of the annual salary for each period of forty-five (45) to sixty (60) minutes. For every period less than forty-five (45) minutes or greater than sixty (60) minutes, the compensation shall be equal to the number of minutes divided by forty-five (45) and multiplied by 1/1000 of the annual salary.
- D) In order to meet student needs and to take into account the educational project and the special characteristics of the schools or classes, the weekly workload may vary in duration, provided that the weekly average does not exceed, on an annual basis, twenty-three (23) or twenty (20) hours, as the case may be.

However, the workload may vary due to a variation in the time devoted to the presentation of courses and lessons only when the organization of the school or instruction so requires.

The application of the preceding paragraph shall not have the effect of exceeding the regular workweek prescribed in clause 8-5.02.

8-6.03

- A) Unless there is an agreement to the contrary between the board and the union, the average teaching time to be devoted to the presentation of courses and lessons, as well as to the supervision of student activities within the students' timetable, shall not exceed:
 - 1) twenty (20) hours and thirty (30) minutes for all full-time teachers at the elementary level;
 - 2) seventeen (17) hours and five (5) minutes for all full-time teachers at the secondary level.
- B) This average time shall be established on October 15 by dividing the total number of hours devoted to such activities for each of the full-time teachers at the level concerned by the total number of full-time teachers at that level. If the average teaching time for a given level exceeds the average teaching time specified in the preceding subclause A), the board shall add to the professional improvement budget for the following school year a compensation established in the following manner:

the difference between the actual average time and the average time prescribed, divided by the average time prescribed, multiplied by the number of full-time teachers at that level, multiplied by the average salary of those teachers, divided by two hundred (200) and multiplied by the number of days during which the excess existed.
- C) For the purpose of the preceding two subclauses, a full-time teacher is a regular teacher with the exception of a teacher on availability, a teacher in Field 17, a department head, a supporting teacher and a teacher who has obtained, in accordance with the agreement, a leave or a partial leave for the whole year.
- D) Unless there is an agreement to the contrary between the board and the union, at least fifty percent (50%) of the workload must be devoted to the presentation of courses and lessons as well as to the student activities within the students' timetable.

8-6.04

If the instruction provided to students covers a cycle other than a five (5)-day cycle, the number of hours mentioned in this article shall be adjusted accordingly.

8-6.05 Supervision of the arrival and dismissal of students and the movement of students not included in the workload

This matter shall be 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 (R.S.Q., c. R-8.2).

8-7.00 SPECIAL CONDITIONS**8-7.01 Access to student's school record**

A teacher shall have access to a student's school record subject to the respect for persons and for the code of ethics of the specialists who insert documents therein.

8-7.02¹ Multigrade classes (Elementary level)

- A) When the board forms multigrade classes, it shall attempt to group the students in such a way as to ensure the best teaching possible while complying with the provisions of this clause.
- B) The school board shall send the union, at the time and in the format it shall determine, the information concerning multigrade classes that the school board intends to form for the next school year. The union may make recommendations to the school board concerning such classes.
- C) **(Protocol)** If the school board forms a multigrade class in a school with one hundred (100) students or more, it shall make an effort, as much as possible, to group together students in the same cycle.
- D) When a school has sixty-five (65) or more students at the elementary level, a multigrade class shall be limited to two (2) levels, unless there is an agreement to the contrary between the board and the union.

Notwithstanding the preceding paragraph, a multigrade class may contain a maximum of three (3) levels, unless there is an agreement to the contrary between the board and the union when, within the framework of subclause A), the board wishes to form multigrade classes in which the number of students in a two-level multigrade class is less than:

- eighteen (18)², if one or more of the students in the class are in Grade 1;
- twenty (20)³ if there are no students in Grade 1 but one or more students in Grade 2;
- twenty-one (21) if there are students in Grade 3;
- twenty-three (23), if there are only students in Grade 4, 5 or 6 in the class.

In each of these cases, the multigrade class shall be limited to three (3) levels.

- E) Subject to subclause F), when a school has fewer than sixty-five (65) students at the elementary level, a multigrade class shall be limited to three (3) levels, unless there is an agreement to the contrary between the board and the union.

¹ The new provisions of this clause in relation to those of clause 8-7.02 of the 2000-2003 agreement shall not have an impact on the groups already formed for the 2005-2006 school year.

² Read sixteen (16) if there are one or more Grade 1 students in underprivileged areas, provided Appendix XXV applies.

³ Read sixteen (16) if there are one or more Grade 2 students in underprivileged areas, provided Appendix XXV applies.

- F) When a school has fewer than twenty-five (25) students at the elementary level, a multigrade class may contain more than three (3) levels, unless there is an agreement to the contrary between the board and the union.
- G) The compensation for exceeding the number of students per group in a multigrade class shall be established on the average¹ and not the maximum number.
- H) For the purpose of this clause, "school" means the "building" in which the teacher provides instruction.

8-7.03 Travelling time of the itinerant teacher

In the case of an itinerant teacher, the board must take into account the fact that the teacher must travel from one building to another in determining the twenty-seven (27) hours.

8-7.04 Rooms

The board shall endeavour to make rooms available to teachers where they will be able to perform work related to their duties.

8-7.05 Meal period

Unless there is an agreement to the contrary between the board and the union, preschool and elementary school teachers shall be entitled to a period of at least seventy-five (75) minutes for their meal.

Unless there is an agreement to the contrary between the board and the union, secondary school teachers shall be entitled to a period of at least fifty (50) minutes for their meal, which period shall begin between 11:00 and 12:30.

8-7.06 Secretarial staff

In a school where the principal has secretarial staff at his or her disposal, the teacher may make use of this staff to have work done which is directly related to his or her teaching. For this purpose, he or she shall approach the principal and indicate the work he or she would like to have done and the principal shall assign this work to his or her secretarial staff according to the availability of the staff.

8-7.07 Specialist

For the specialist who has twenty-six (26) or twenty-seven (27) different student groups, the maximum time to be devoted to the presentation of courses and lessons shall be nineteen (19) hours and the workload shall be twenty-one (21) hours and thirty (30) minutes per regular workweek.

For the specialist who has over twenty-seven (27) different student groups, the maximum time to be devoted to the presentation of courses and lessons shall be eighteen (18) hours and thirty (30) minutes and the workload shall be twenty-one (21) hours per regular workweek.

If the instruction provided to students covers a cycle other than a five (5)-day cycle, the number of hours mentioned in this clause shall be adjusted accordingly.

8-7.08 Consultation on the terms and conditions for administering the examinations prepared by the Minister

The terms and conditions for administering the examinations prepared by the Minister shall be a subject of consultation submitted to the participating body of teachers at the board level determined under Chapter 4-0.00.

¹ If the averages applicable to the levels of the students in a multigrade class are different, the lowest average among these apply to the class.

8-7.09 Travel expenses

This matter shall be 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 (R.S.Q., c. R-8.2).

8-7.10 Group meetings and meetings with parents

This matter shall be 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 (R.S.Q., c. R-8.2).

8-7.11 Substitution

This matter shall be 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 (R.S.Q., c. R-8.2).

8-7.12 Remedial work at the elementary level

The teacher shall do remedial work with his or her students; however, such remedial work may be done with students other than the teacher's own upon agreement between the school principal and the teacher in question.

8-8.00 RULES CONCERNING THE FORMATION OF STUDENT GROUPS**8-8.01**

- A) For the purpose of applying this article, the average number of students per group shall be calculated at the board level. However, in establishing the averages, the board shall not take into account the student groups in which organizational teaching modes such as team-teaching, conference courses, etc. are used.
- B) The rules concerning the formation of groups must be such that the average number of students per group for all the groups of each type of students mentioned in this article cannot exceed the numbers indicated.
- C) The application of the rules concerning the formation of student groups must be such that no student group shall exceed the maximums indicated except for the following reasons: a shortage of premises, a limited number of groups per school, the geographic location of the school, a lack of qualified available personnel and the displacement of one or more students from one school to another. In the case where the board exceeds the maximums provided for in this article for reasons other than those provided for above, the board cannot proceed without first consulting the union.
- D) The maximum and the average number of a group of students with handicaps or social maladjustments or learning disabilities which includes students of different types shall be determined in accordance with Appendix XXI.

The maximum and the average number of students in a group of students in temporary individualized paths for learning which includes one or more students in one type or different types of students with handicaps or social maladjustments or learning disabilities shall be determined in accordance with Appendix XXI.

- E) The maximums do not apply to student groups in which organizational teaching modes such as team-teaching, conference courses, etc. are used.

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

- F) The teacher whose group exceeds the maximum indicated shall be entitled to a monetary compensation calculated according to the formula provided for in Appendix XVIII under the following conditions:
- 1) the number of students taken into account shall be the number of students registered for at least half of the class days in a given month;
 - 2) no compensation shall be owed if an excess existing in September no longer exists on October 15;
 - 3) a casual supply teacher shall not be entitled to any compensation.

8-8.02 In preschool, the maximum and average number of students per group are:

	Av.	Max.
A) For regular groups:		
for courses intended for preschool students (4-year-olds):	15	18
for courses intended for preschool students (5-year-olds):	20 ¹	22 ¹
B) For groups of students with social maladjustments or learning disabilities:		
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 (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 (5-year-olds) identified as having a moderate to severe intellectual handicap:	8	10
3) for courses intended for preschool students in special classes (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 (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 (5-year-olds) identified as having a profound intellectual handicap, pervasive developmental disorders or psychopathological disorders:	4	6

8-8.03 At the elementary level, the maximum and average number of students per group are:

	Av.	Max.
A) For regular groups:		
1) for courses intended for students in Grade 1:	23 ²	25 ²
2) for courses intended for students in Grades 2 and 3:	25 ²	27 ²

¹ Subject to Appendix XXV dealing with educational success

² Subject to Appendix XXV dealing with educational success and Appendix XLVI

		Av.	Max.
	3) for courses intended for students in other elementary school grades:	27	29
B)	For groups of students with social maladjustments or learning disabilities:		
	1) for courses intended for all students with social maladjustments or learning disabilities 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
	6) for courses intended for students in special classes at the elementary level identified as having a profound intellectual handicap:	4	6
8-8.04	At the secondary level, the maximum and average number of students per group are:		
		Av.	Max.
A)	For regular groups:		
	1) for Secondary I to V general education courses, excluding courses referred to in the following subparagraphs 2 and 3:	30	32
	2) for Secondary III, IV or V ¹ technical exploration courses (or vocational exploration):	20	23
	3) for courses intended for students enrolled in temporary individualized paths for learning:	18	20
B)	For groups of students with social maladjustments or learning disabilities:		
	1) for courses intended for all students with social maladjustments or learning disabilities in special classes at the secondary level:	16	20

¹ For schools still offering introduction to technology courses and home economics courses, the same rule applies.

	Av.	Max.
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
4) for courses intended for students in special classes at the secondary level identified as handicapped by a severe motor impairment or an atypical disorder:	9	11
5) for courses intended for students in special classes at the secondary level identified as handicapped by pervasive developmental disorders or psychopathological disorders:	6	8
6) for courses intended for students in special classes at the secondary level identified as handicapped by a hearing impairment or a visual impairment:	5	7
7) for courses intended for students in special classes at the secondary level identified as having a profound intellectual handicap:	4	6

8-8.05

The board and the union may amend or replace clauses 8-8.02 to 8-8.04.

8-9.00 PROVISIONS CONCERNING AT-RISK STUDENTS AND STUDENTS WITH HANDICAPS OR SOCIAL MALADJUSTMENTS OR LEARNING DISABILITIES

Section I General provisions

8-9.01 Rapid prevention and intervention

- A) Rapid prevention and intervention starting in preschool are the responsibility of those involved in intervention efforts and are essential in ensuring student success.

Thus, the parties recognize the importance of identifying at-risk students and students with handicaps or social maladjustments or learning disabilities as early as possible in their academic career.

- B) In this context, the school principal shall provide the teacher, upon request, with information about at-risk students or students with handicaps or social maladjustments or learning disabilities and, in particular, provide access to such students' school and special assistance files. Such information shall be provided as long as it is available and in the student's interests, subject to considerations concerning the respect of privacy and the rules of ethics.
- C) In addition, the parties recognize that the teacher is the student's principal educator and therefore must note and share with other educators information or observations concerning the student, in particular those related to actions taken.

8-9.02 Organization of services

A) Integration

For the purposes of applying this article, the following definitions shall apply:

- 1) total integration means the process by which a student with a handicap or social maladjustment or learning disability is integrated into a regular class for the duration of his or her time at school;
- 2) partial integration means the process by which a student participates for some of his or her time at school in learning activities with a groups of students with handicaps or social maladjustments or learning disabilities and, for the rest of his or her time at school, is integrated into a regular class.

B) School board policy

The school board shall adopt a policy concerning the organization of educational services for students with handicaps or social maladjustments or learning disabilities; such policy shall in particular determine integration procedures and support services for integration.

C) Service approach

Services for the students in question shall be part of an approach whose main characteristics include:

- 1) rapid prevention and intervention methods;
- 2) the organization of educational services that take into account students' needs and abilities rather than their classification in a category of difficulty;
- 3) support services shall be provided from among the available resources determined by the school board.

D) Support services

- 1) The determination of the support services required by the teacher and students shall not be predicated on the school board's recognition of such students as being at-risk students or students with handicaps or social maladjustments or learning disabilities.
- 2) Support services shall be interrelated and not mutually exclusive, and shall have as a purpose to support both student and teacher.

E) Specialized classes and individualized paths for learning

Specialized classes and individualized paths for learning are types of teaching organization that can meet the needs of certain students with respect to academic success.

F) At-risk students

At-risk students are not included in the definition "students with handicaps or social maladjustments or learning disabilities". The meaning of "at-risk students" is explained in Appendix XIX.

G) Students with handicaps or social maladjustments or learning disabilities

For purposes of applying the agreement, "students with handicaps or social maladjustments or learning disabilities" mean students recognized as such by the school board. The definitions of students with handicaps or social maladjustments or learning disabilities are found in Appendix XIX.

H) Individualized education plan

- 1) An individualized education plan shall be established for all students with handicaps or social maladjustments or learning disabilities and may also be established for any at-risk student. The teacher shall participate in the establishment of the individualized education plan.
- 2) The individualized education plan is a reference and a tool for cooperation among educators.

8-9.03 Responsibility of the school board and integration or grouping in specialized classes

- A) It is up to the school board to recognize or refuse to recognize a student as having a handicap or social maladjustment or learning disability.
- B) Students identified, at June 30, 2006, as having handicaps or social maladjustments or learning disabilities in one or the other of the categories provided for in Appendix XIX of the 2000-2003 agreement shall remain so identified.

However, as student's situation shall be revised periodically by the school principal as part of the individualized education plan.

- C) Students with handicaps or social maladjustments or learning disabilities may be integrated or grouped together in specialized classes, in accordance with school board policy.
- D) When students recognized by the school board as having behavioural difficulties or severe behavioural disorders associated with a psychosocial impairment are integrated into regular classes, they shall be weighted for the purposes of compensation in the event of an addition to the workload, in accordance with the provisions of Appendix XX.
- E) For the purposes of applying the rules applicable to forming groups, when students with handicaps or social maladjustments or learning disabilities are integrated into regular groups, they are deemed to belong to those groups.
- F) The provisions of subclauses D) and E) shall not apply to students with handicaps or social maladjustments or learning disabilities in temporary individualized paths for learning.

Section II Organization of services based on the involvement of the parties and of teachers**8-9.04 Parity school board committee for at-risk students and students with handicaps or social maladjustments or learning disabilities**

- A) The school board and the union shall set up a parity committee for at-risk students and students with handicaps or social maladjustments or learning disabilities.

The committee shall be made up of an equal number of representatives of the school board and representatives of teachers.

At the request of either one of the parties, the committee may add other resources.

The school board or the committee may also invite representatives of another personnel category to participate.

- B) For the purposes of this committee's duties, the school board shall provide all of the information provided for in Part I of Appendix XXXI.
- C) Mandate of the committee

The committee's mandate is to:

- 1) make recommendations concerning the distribution of available resources between the school board and the schools;

- 2) make recommendations concerning the development and revision of the school board's policy on the organization of educational services for students with handicaps or social maladjustments or learning disabilities;
 - 3) make recommendations concerning integration procedures and support services, as well as procedures for grouping students together in specialized classes;
 - 4) make recommendations concerning the implementation of the school board policy, in particular on the organization of services;
 - 5) make recommendations concerning the form found in clause 8-9.07;
 - 6) monitor the application of Appendix XXXI;
 - 7) deal with any problems referred by the parties.
- D) If, in its decisions, the school board does not follow the committee's recommendations, it must notify committee members of its reasons in writing.
- E) The school board and the union agree on an internal mechanism for solving difficulties that might arise at the school-level committee or between the teacher and the school administration with respect to clause 8-9.08.

8-9.05 School-level committee for at-risk students and students with handicaps or social maladjustments or learning disabilities

- A) A school-level committee shall be set up.
- B) The committee shall be made up of:
- 1) the school principal or his or her representative;
 - 2) no more than three (3) teachers appointed by the participating body of teachers;
 - 3) at the request of either one of the parties, the committee may add, in particular, a nonteaching professional or a support staff member who works regularly with at-risk students or students with handicaps or social maladjustments or learning disabilities.
- C) The committee shall seek a consensus on its actions.
- D) The committee's mandate shall be to make recommendations to the school principal concerning all aspects of the organization of services for at-risk students and students with handicaps or social maladjustments or learning disabilities, at the level of the school, and in particular on:
- the school's needs with respect to these students;
 - the organization of services based on the available resources allocated by the school board: service models, criteria for the use and distribution of services.
- E) If, in his or her decisions, the school principal does not follow the committee's recommendations, he or she must notify the committee members of his or her reasons in writing.
- F) Should the committee fail to function properly, it may submit the case to the committee provided for in clause 8-9.04 or the mechanism provided for in subclause E) of clause 8-9.04.
- G) The committee's mandate shall not include receiving the requests provided for in section III.

Section III Access to services and procedure**8-9.06**

The support services available at the school shall be accessible to students and teachers, in accordance with the terms and conditions determined by the school principal based on recommendations by the school-level committee.

8-9.07

- A) If the teacher sees in the student difficulties that persist despite his or her interventions and the support services used, he or she may submit the situation to the school principal using a form established by the school board, at the recommendation of the committee provided for in clause 8-9.04, if applicable.
- B) The form shall be designed in such a way as to provide a brief description of the situation, in particular:
- the reason for the request;
 - a description of the problem;
 - the interventions already carried out;
 - the support services requested.

The student's identification is included in the form.

- C) In the case of a student who, in the teacher's opinion, presents behavioural difficulties, the form shall also indicate observations of one or more of the student's behaviours, for example:
- the persistence of the behaviour despite the application of the consequences provided for in the rules of conduct;
 - marked difficulty in peer relations;
 - generalized withdrawal or passiveness;
 - reduced ability to pay attention and concentrate as a general rule in school.

8-9.08

- A) After receiving the teacher's description of the situation, the school principal shall give his or her decisions in writing, as far as possible within ten (10) working days following receipt of the form.

In his or her decision, the school principal shall take various steps adapted to the situation, if applicable, in particular with respect to the provision of support services.

At the teacher's request, the school principal shall specify the reasons for his or her decision if it does not meet the teacher's expectations.

- B) The teacher in question may also, if he or she deems it appropriate, notify the committee provided for in clause 8-9.04 in writing of his or her dissatisfaction.
- C) The teacher in question may also take advantage of the mechanism resulting from the application of subclause E) of clause 8-9.04.

8-9.09 Individualized education plan team

If an individualized education plan is established, the responsibilities of the individualized education plan team shall be to:

- a) analyze and monitor the situation, if applicable;

- b) ask, if it deems necessary, for relevant evaluations by competent staff;
- c) if applicable, receive and read any evaluation report;
- d) make recommendations to the school principal concerning the student's placement and integration, if applicable;
- e) make recommendations to the school principal concerning the revision of a student's situation;
- f) make recommendations to the school principal concerning the support services needed (type, level, frequency, duration, etc.).

8-9.10 Ad hoc committee

- A) In the case of a student who, in the teacher's opinion, should be recognized as having a behavioural disorder after a two (2)-month observation of the student's behaviour or behaviours, and if the support services are insufficient or if no support services have been provided, the teacher may request that the student in question be recognized by the school board as having a behavioural disorder.
- B) The request shall be made using the form found in subclauses B) and C) of clause 8-9.07.
- C) The school principal shall set up the ad hoc committee within fifteen (15) working days following receipt of the form.
- D) The committee shall be made up of a representative of the school principal, a representative of the teacher or teachers concerned and, at the committee's request, a professional. The committee shall invite parents to participate. However, their absence shall in no way slow or prevent the committee from carrying out its duties.
- E) The committee's mandate shall be to:
 - 1) study the case submitted;
 - 2) request, if it deems necessary, relevant evaluations by competent staff and, if applicable, receive and read any evaluation report;
 - 3) make recommendations to the school principal concerning the recognition or refusal to recognize a student as having a behavioural disorder.
- F) The school principal shall decide whether or not to follow the committee's recommendations within fifteen (15) days, except in exceptional circumstances.
- G) If the school board recognizes the student as having a behavioural disorder, he or she shall be weighted for purposes of compensation in the case of an increased workload, the weighting taking effect no later than forty-five (45) days following the request provided for in subclause A).
- H) At all times, the ad hoc committee may add other resources and, if it deems necessary, meet with the student.

8-9.11 Special provisions concerning students with learning disabilities

- A) If, in the course of a year, no support services are available for the integration of a student recognized by the school board as having learning disabilities, such student shall be weighted for purposes of compensation in the case of an increased workload in accordance with the provisions of Appendix XX.

- B) If, in the course of a year, no support services are available for a student in regular classes (or the teacher concerned) who, in the teacher's opinion, should be recognized as having learning disabilities, the following provisions shall apply:
- 1) If the student has an individualized education plan, the teacher may request that the individualized education plan team analyze the situation. Following receipt of the teacher's request, the school principal shall call a meeting of the individualized education plan team in order to analyze the student's situation. At that time, the individualized education plan team shall carry out the responsibilities set out in clause 8-9.09 and may, in addition, make recommendations to the school principal concerning the recognition or refusal to recognize the student as having learning disabilities.
 - 2) If the student does not have an individualized education plan, the teacher may also request an analysis of the situation by the following people: the school principal or his or her representative, the teacher or teachers concerned, the staff members concerned, the student's parents and the student himself or herself, unless he or she is incapable of participating in the group activity. Following receipt of the request, the school principal shall call the above-mentioned people to a meeting to analyze the student's situation and, if applicable, make recommendations to the school principal concerning the establishment of an individualized education plan or the recognition of the student as having learning disabilities.
 - 3) In the cases provided for in subparagraphs 1) and 2), the school principal shall decide whether or not to follow the recommendations of the individualized education plan team or the group of people within fifteen (15) days of these recommendations being made, except in exceptional circumstances.
 - 4) If the student is recognized as having learning disabilities, subclause A) shall apply if no support services are available and, in such case, the weighting shall take effect within forty-five (45) days of the request provided for in subparagraphs 1) and 2).

SECTION IV Special provisions concerning students with handicaps and students with severe behavioural disorders associated with a psychosocial impairment

8-9.12

The provisions of this section shall apply notwithstanding any provisions to the contrary.

8-9.13

The provisions of article 8-9.00 of the 2000-2003 agreement¹ shall continue to apply to students with handicaps and students with severe behavioural disorders associated with a psychosocial deficiency, except with respect to the committee provided for in clause 8-9.04 of the 2000-2003 agreement, which shall be replaced by the committee provided for in clause 8-9.04 of this agreement.

Subject to the preceding paragraph, clauses 8-9.01 to 8-9.11 of this agreement shall not apply to these students.

8-9.14

The school board and the union may, at any time, with a view to ensuring efficiency and harmonization, agree to apply, for students with handicaps and students with severe behavioural disorders associated with psychosocial impairments, the provisions in this article, in lieu of the provisions of article 8-9.00 of the 2000-2003 agreement.

¹ The text of the provisions of article 8-9.00 of the 2000-2003 agreement is found in Appendix XI.

8-9.15

Any problem concerning the application of the provisions in this section shall be referred to the committee provided for in clause 8-9.04.

SECTION V Transitional provision**8-9.16**

Clauses 8-9.01 to 8-9.15 shall apply only as of the 2006-2007 school year, except with respect to the implementation of the committees provided for in clauses 8-9.04 and 8-9.05, for purposes of organizing the 2006-2007 school year.

For all periods prior to the 2006-2007 school year, the provisions of article 8-9.00 of the 2000-2003 agreement shall continue to apply.

8-10.00 DEPARTMENT HEAD (ELEMENTARY OR SECONDARY LEVEL)**8-10.01**

If the board decides to appoint teachers to the position of department head, they shall be under the responsibility of the school administration and their appointment shall only be valid insofar as this article is complied with in its entirety.

8-10.02

The position of department head shall comprise two aspects, namely his or her function as a teacher and his or her actual function as department head.

8-10.03

As regards his or her actual function as department head, the department head must carry out the following duties and responsibilities:

- 1) assume the coordination and animation tasks related to teaching, student activities or both;
- 2) act as coordinator and animator for the teachers in his or her department and either encourage them to develop and jointly define, within the guidelines of the policies and the programs in effect, the content, the teaching methods and techniques, as well as the measurement and evaluation methods likely to promote student learning or take the necessary steps to stimulate the participation of the teachers in his or her department in the organization, supervision and animation of student activities or both;
- 3) in particular, assist the teacher on probation in his or her department and participate in his or her evaluation;
- 4) at the request of his or her superior, collaborate in determining the needs in teaching and consumable materials for his or her department and in monitoring their use;
- 5) counsel and advise his or her superior on teaching strategies.

8-10.04

Every department head must be released from a portion of his or her workload in order to allow him or her to better fulfill his or her function as department head. The time of the release must be devoted exclusively to his or her function as department head. The board or the school administration shall be responsible for determining the portion for each department head, it being specified that the partial release may not exceed fifty percent (50%) of the workload of a full-time teacher.

In the case of a department head appointed at the elementary level, the fact that the teacher is released from a portion of his or her duties may not have the effect of increasing the workload of the other teachers in the school.

8-10.05

The appointment of a teacher as department head shall terminate automatically and without notice on June 30.

8-11.00 PARTICULAR EDUCATIONAL SERVICES FOR STUDENTS IN LOW-INCOME AREAS**8-11.01**

When the board organizes particular educational services for students living in low-income areas, the services shall be a subject submitted to the participating body of teachers at the board level determined under Chapter 4-0.00.

CHAPTER 9-0.00 SETTLEMENT OF GRIEVANCES AND TERMS AND CONDITIONS FOR AMENDING THE AGREEMENT**Section 1 Grievances and arbitration (for matters not negotiated at the local level)****9-1.00 PROCEDURE FOR SETTLING GRIEVANCES****9-1.01**

Every teacher, accompanied or not by the union delegate of his or her school may, if he or she so desires, try to solve his or her problem with the competent authority before the notice of grievance. If necessary, the union delegate shall be released from his or her teaching duties for the time required to meet with the competent authority.

9-1.02

In order to settle, as quickly as possible, every grievance which may arise during the term of the agreement, the board and the union agree to comply with the procedure provided for in this article.

9-1.03

The union shall send a written notice to the board and the chief records clerk by registered or certified mail, delivered by hand, by fax or served by bailiff that a grievance has arisen. The notice of grievance must state, without prejudice, the facts which gave rise to the grievance and, for information purposes, the articles or clauses involved and the required corrective measure.

The notice of grievance must be mailed or delivered within seventy (70) days¹ of the date of the event that gave rise to the grievance.

The union shall indicate on the grievance the date of the twenty-first (21st) day following the date of the notice of grievance.

9-1.04

Within twenty (20) days¹ of the receipt of the notice of grievance, a meeting must take place at the date, time and place agreed by the parties to try to find a solution to the grievance.

The plaintiff may attend the meeting, if he or she so desires.

The board and the union may agree, in writing, to change the date, time or place of the meeting prescribed in this clause.

9-1.05

If the parties fail to find a solution within the time period provided for in the preceding clause, the grievance shall be deemed to be sent to arbitration on the date indicated in accordance with the third (3rd) paragraph of clause 9-1.03.

9-1.06

If the parties agree on a solution to the grievance, the union must notify the chief records clerk as soon as possible.

9-1.07

The time limit prescribed (70 days¹) for submitting a grievance to the employer or the period prescribed (21st workday) before referring it to arbitration shall be compulsory, unless the board and the union agree in writing to extend the time limits.

A1 ¹ To calculate this time limit, the word "day" or "days" means day or days in the school calendar.

The date on the post office receipt for the documents forwarded by registered or certified mail or the fax confirmation shall constitute prima facie proof for calculating the time limits prescribed in articles 9-1.00 and 9-2.00.

9-1.08

Clauses 9-1.03 to 9-1.07 shall apply only as of the 2006-2007 school year; for all periods prior to this school year, clauses 9-1.03 to 9-1.07 of the 2000-2003 agreement shall continue to apply.

9-1.09

No teacher shall be subjected to intimidation, reprisals or discrimination because he or she is involved in a grievance.

9-2.00 ARBITRATION PROCEDURES**9-2.01**

The parties may avail themselves of three (3) arbitration procedures:

- the normal arbitration procedure;
- the summary arbitration procedure;
- the abridged arbitration procedure.

Normal arbitration procedure**9-2.02**

A) If the chief records clerk has not received a notice of extension of the time limits under the first paragraph of clause 9-1.07 or if no solution has been found by the parties within the time limit provided for in clause 9-1.04, the notice of grievance shall be registered as a notice of arbitration on the date indicated in accordance with the third paragraph of clause 9-1.03.

B) After registering the notice of arbitration mentioned in this clause, the records office shall immediately acknowledge receipt to the union and confirm the file number assigned to each grievance received.

A copy of such acknowledgment of receipt shall be sent immediately to the school board, the Association, the Fédération and the Ministère.

C) The union shall notify the chief records clerk as soon as possible of any withdrawal or any settlement reached after the recording of the grievance as a notice of arbitration.

D) This clause shall apply only as of the 2006-2007 school year; for all periods prior to this school year, the last paragraph of clause 9-2.01 and clauses 9-2.02 and 9-2.06 of the 2000-2003 agreement shall continue to apply.

9-2.03

A) For the term of the agreement, every grievance submitted to arbitration shall be decided upon by an arbitrator chosen from among the following:

1) Jean-Guy Ménard, chief arbitrator

Rodrigue Blouin	Harvey Frumkin
Serge Brault	Fernand Morin
Robert Choquette	Denis Nadeau
François G. Fortier	

2) Any other person appointed by the Association, the Fédération and the Ministère to act as arbitrator.

- 3) The arbitrator shall proceed with an arbitration assisted by two (2) assessors if, when the grievance is entered on the monthly arbitration roll or within the fifteen (15) days that follow, the representative of the Association so requests or if the representative from the Fédération and the representative from the Ministère jointly request it.
- B) Unless the hearing has already begun, every grievance submitted to arbitration by virtue of former agreements shall be referred to an arbitrator or an arbitrator assisted by assessors in accordance with this article.
- C) Every arbitrator appointed by virtue of this clause shall be deemed competent to act as arbitrator who shall decide, in conformity with the provisions of the 1979-1982, 1983-1985, 1986-1988, 1989-1995, 1995-1998 and 2000-2003 agreements, on any legal grievance arising from these provisions; the foregoing shall not remove from the jurisdiction of other arbitrators or chairpersons of an arbitration tribunal any grievance referred to them by the first chairperson or the chief arbitrator before the date of the coming into force of the agreement.
- The chief arbitrator appointed by virtue of this clause shall be deemed competent to act as first chairperson or chief arbitrator for the grievances submitted within the framework of the preceding paragraph.
- D) Any grievance which legally arose before the expiry of the 2000-2003 agreement and which was submitted to arbitration after its expiry within the time limits prescribed in the 2000-2003 agreement shall be held as validly submitted to arbitration. To this end, the board, the Fédération and the Ministère shall not raise the objection of nonarbitrability on the grounds of the nonexistence of working conditions after the expiry of the 2000-2003 agreement.

9-2.04

In the event of an arbitration with assessors, one assessor shall be designated by the Association and the other shall be designated by the board.

Every assessor thus appointed shall be deemed competent to sit, whatever his or her past or present activities, interests in the litigation or functions in the union, the board or elsewhere.

9-2.05

As of his appointment, the chief arbitrator, before acting, shall take an oath before a Superior Court judge to render his decisions in conformity with the law and the provisions of the agreement and according to equity and good conscience.

9-2.06

As of his or her appointment, each arbitrator shall take an oath before the chief arbitrator for the term of the agreement to render his or her decisions in conformity with the law and the provisions of the agreement and according to equity and good conscience. Thereafter, at the beginning of each arbitration with assessors, the arbitrator shall receive the oaths from the assessors to render their decisions in conformity with the law and the provisions of the agreement and according to equity and good conscience.

9-2.07

The chief arbitrator or, in his absence, the chief records clerk, under the authority of the chief arbitrator, shall:

- a) prepare the monthly arbitration roll in the presence of the representatives of the parties to the agreement;
- b) appoint an arbitrator from the list mentioned in clause 9-2.03;
- c) set the time, date and place of the first arbitration session;
- d) indicate for each grievance which arbitration procedure will be used from among those mentioned in clause 9-2.01.

The records office shall notify the arbitrators, the assessors, where applicable, the parties concerned, the Association, the Fédération and the Ministère.

The board or the union that requests the postponement of a hearing within thirty (30) days or less from a hearing date shall pay the arbitrator an amount of four hundred dollars (\$400). In the case of a joint request for a postponement, the amount shall be shared equally between the parties.

9-2.08

The Association and the board shall inform the records office of the name of the assessor of their choice for each arbitration with assessors appearing on the monthly roll within fifteen (15) days of the entering of the case on the arbitration roll.

9-2.09

- A) Subsequently, the arbitrator shall set the time, date and place of the subsequent sessions, where applicable, and shall so inform the records office; the records office shall notify the assessors, where applicable, the parties concerned, the Association, the Fédération and the Ministère. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors.
- B) The attorneys shall contact one another and shall inform the arbitrator about the nature of the preliminary method(s) they intend to raise one (1) week prior to the hearing.

Every hearing shall be scheduled for 9:30. The attorneys, assessors, where applicable, and the arbitrator must use the first half-hour for a private preparatory session.

The purpose of the preparatory session is to:

- improve the arbitration process, to better use the available time and to accelerate the holding of hearings;
- allow the parties to declare, if not already done, the means they intend to use to plead the case other than those mentioned in the preliminary remarks;
- outline the dispute and identify the issues to be discussed in the course of the hearing;
- ensure the exchange of documentary evidence;
- plan the presentation of evidence to be produced in the course of the hearing;
- study the admissibility of certain facts;
- analyze any other question which could simplify or accelerate the hearings.

9-2.10

The arbitrator or assessor shall be replaced according to the procedure established for the original appointment.

9-2.11

If an assessor is not designated in accordance with the original appointment procedure or if an assessor is not replaced before the date set for the hearing, the arbitrator shall appoint him or her ex officio on the day of the hearing.

9-2.12

The arbitrator shall proceed with diligence in the investigation of the grievance according to the procedure and evidence that he or she deems appropriate.

9-2.13

At any time before the first deliberation meeting, the Association, the Fédération and the Ministère may individually or collectively intervene and make any representation that they deem appropriate or pertinent.

However, if one of the aforementioned parties wishes to intervene, it shall inform the other parties of its intention and of the object of its intervention.

9-2.14

The arbitration sessions shall be public. The arbitrator may, however, on his or her own initiative or at the request of one of the parties, order the session to be held in camera.

9-2.15

The arbitrator may deliberate in the absence of an assessor provided he or she has notified the assessor in accordance with clause 9-2.09 at least seven (7) days in advance.

9-2.16

Except in the case of the preparation of written notes in which case the board and the union may agree to extend the time limit, the arbitrator must render his or her decision within forty (40) days of the end of the hearing. However, the decision shall not be null for the sole reason that it was rendered after the expiry of the time limits.

The chief arbitrator may not assign a grievance to an arbitrator who has not rendered a decision within the time limit allotted as long as the decision has not been rendered.

This clause shall apply only as of the 2006-2007 school year; for all periods prior to this school year, clause 9-2.16 of the 2000-2003 agreement shall continue to apply.

9-2.17

- A) The decision shall state the reasons therefore and shall be rendered in writing; it shall be signed by the arbitrator.
- B) Any assessor may make a separate report and include it with the decision.
- C) The arbitrator shall file the signed original copy of the decision at the records office and, where applicable, shall also send a copy to the two (2) assessors.
- D) The records office, under the responsibility of the arbitrator or the chief arbitrator, shall forward a copy of the decision and the separate report, where applicable, to the parties involved, the Ministère, the Fédération and the Association and shall file, on behalf of the arbitrator, two (2) certified copies at the records office of the Commission des relations du travail.

9-2.18

At any time before his or her final decision, an arbitrator may render any interim or interlocutory decision that he or she deems fair and useful.

The decision shall be final, executory and shall be binding on the parties.

9-2.19

The arbitrator may not, by his or her decision regarding a grievance, modify, subtract from or add to any clause of the agreement.

9-2.20

The arbitrator, eventually called upon to decide whether or not a grievance is well-founded, shall have the authority to uphold it or to reject it, in whole or in part, and to determine the compensation that he or she deems equitable for the damages sustained by the teacher because of the board's error in interpreting or applying the agreement.

This clause also applies to grievances contesting the nonreengagement because of surplus of personnel of a legally qualified full-time teacher if the procedure prescribed in article 5-8.00 has been totally followed by the said teacher and the only reason given by the board for its decision to not reengage him or her is the surplus of personnel, even if he or she has not held a full-time teaching position for two (2) eight (8)-month periods.

9-2.21

The chief arbitrator shall choose the chief records clerk.

9-2.22

- A1** A) The fees and expenses of the arbitrator shall be payable by the losing party except in the case of a grievance contesting a dismissal under article 5-7.00 or a nonreengagement under article 5-8.00 for the following reasons: inability, negligence in the performance of one's functions, insubordination, misconduct and immorality.

If a grievance is partially accepted, the arbitrator shall determine the portion of the cost that each party must pay.

- B) Subclause A) shall apply only as of the 2006-2007 school year; for all periods prior to this school year, subclauses A), B) and C) of the 2000-2003 agreement shall continue to apply.

Notwithstanding the preceding paragraph, subclauses A), B) and C) of clause 9-2.22 of the 2000-2003 agreement shall continue to apply with respect to grievances submitted before February 1, 2006. With respect to these grievances, the school board and the union agree to cooperate in order to deal in priority with grievances submitted before February 1, 2006.

- C) The costs of the records office shall be borne by the Ministère.
D) The hearings and deliberations shall be held in rooms provided free of rental charge.

9-2.23

The assessors shall be remunerated and reimbursed for their expenses by those whom they represent.

9-2.24

If one party requires the services of an official stenographer, the fees and expenses shall be the responsibility of the party that requested them.

If the official stenographer's notes are transcribed, a copy shall be forwarded free of charge by the stenographer to the arbitrator before the beginning of the deliberations.

9-2.25

The arbitrator shall convey or otherwise serve any order or document issued by him or her or by the parties involved. At the request of one of the parties, the arbitrator may summon a witness in accordance with the Labour Code.

Summary arbitration procedure**9-2.26**

The following shall be referred to the summary arbitration procedure:

- a) any grievance concerning one of the following articles:
 - articles 3-6.00, 5-5.00 and 5-14.00;
 - any of the aforementioned articles referred to in Chapter 11-0.00 (Adult Education);
- b) any individual grievance concerning a salary cut, the amount of which is equivalent to four (4) days' salary or less;
- c) any grievance which the parties (board and union) specifically agree to refer to the summary arbitration procedure. In this case, a notice signed jointly by the authorized representatives of the parties attesting such an agreement shall be sent to the records office as soon as possible after the date indicated by virtue of the third paragraph of clause 9-1.03¹.

9-2.27

Any grievance referred to the summary arbitration procedure according to subparagraph d) of clause 9-2.07 shall be heard by a single arbitrator.

9-2.28

The arbitrator must hear the grievance immediately and render his or her decision within fifteen (15) days of the end of the hearing.

9-2.29

The arbitrator must hear the grievance on its merits before rendering a decision on a preliminary objection unless he or she can settle it at that moment. In this case, he or she must then give the reasons for his or her decision on the objection.

9-2.30

The arbitration award must contain a brief description of the dispute and a summary of the reasons supporting its conclusion. It cannot be cited or used by anyone as regards the arbitration of any other grievance, unless the grievance deals with an identical dispute between the same board and the same union and involves the same facts and clauses.

9-2.31

Articles 9-1.00 and 9-2.00, adapted as required, apply to the summary arbitration procedure provided for in this article except for clauses 9-2.04, 9-2.08, 9-2.11, 9-2.13, 9-2.15, the first paragraph of clause 9-2.16, subclauses A) and B) of clause 9-2.17 and clauses 9-2.23 and 9-2.24.

Abridged arbitration procedure**9-2.32**

Any grievance may be referred to the abridged arbitration procedure provided that the local parties specifically agree to do so. In this case, a notice signed jointly by the authorized representatives of the parties attesting to such an agreement shall be forwarded to the records office.

¹ This subparagraph shall apply only as of the 2006-2007 school year; for any period prior to this school year, subparagraph c) of clause 9-2.26 of the 2000-2003 agreement shall continue to apply.

9-2.33

The arbitrator shall be appointed by the records office; he or she shall conduct an investigation, interrogate the parties and witnesses previously identified to the other party and may attempt to reconcile the parties either at their request or with their consent.

9-2.34

Only an employee of the board and an employee or an elected member of the union may represent the parties.

9-2.35

In general, a hearing usually lasts one (1) hour.

9-2.36

The arbitration award must contain a brief description of the dispute and a summary of the reasons supporting its conclusion (maximum of two pages). It cannot be cited or used by anyone as regards the arbitration of any other grievance, unless the grievance deals with an identical dispute between the same board and the same union and involves the same facts and clauses.

The arbitrator shall render his or her decision and shall forward a copy to the parties within a maximum of five (5) workdays after the hearing. The arbitrator shall also file the signed original copy at the records office.

9-2.37

Articles 9-1.00 and 9-2.00, adapted as required, apply to the abridged arbitration procedure except for clauses 9-2.04, 9-2.08, 9-2.11, 9-2.12, 9-2.13, 9-2.15, the first paragraph of clause 9-2.16, subclauses A), B) and C) of clause 9-2.17, the first paragraph of clause 9-2.18 and clauses 9-2.23 and 9-2.24.

9-3.00 PREARBITRATION MEDIATION**9-3.01**

The board and the union may agree to proceed with prearbitration mediation in dealing with certain grievances. To do so, the parties shall forward a joint notice to the records office specifying, where applicable, the name of the mediator chosen from the list of arbitrators in clause 9-2.03.

9-3.02

The mediator shall attempt to help the parties reach a settlement. If a settlement is reached, the mediator shall take note thereof, draft it and file a copy at the records office. The settlement shall bind the parties.

9-3.03

The records office shall file two (2) certified true copies at the office of the Commission des relations du travail.

9-3.04

The procedure applies to every group of grievances agreed between the board and the union.

9-3.05

In the event that a number of grievances included in the prearbitration mediation process are unresolved, those remaining shall be dealt with according to the arbitration procedure agreed to between the parties from among those mentioned in clause 9-2.01.

9-3.06

The mediator cannot act as an arbitrator in any grievance not settled in the prearbitration mediation process.

9-3.07

The honoraria and expenses of the person who is mandated to act as a mediator shall be assumed according to the provisions of subclause A) of clause 9-2.22, as if it were an arbitration mandate.

This clause shall apply only as of the 2006-2007 school year; for all periods prior to this school year, clause 9-3.07 of the 2000-2003 agreement shall continue to apply.

Section 2 Grievances and arbitration (for matters negotiated at the local level)**9-4.00**

This matter shall be the subject of provisions 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 (R.S.Q., c. R-8.2).

Section 3 Terms and conditions for amending the agreement**9-5.00 AMENDMENTS TO THE AGREEMENT****9-5.01**

The Management Committee on the one hand, and the Association on the other hand, must meet at either party's request to discuss any question relating to the teachers' working conditions.

Any solution accepted in writing by the Management Committee, on the one hand, and the Association, on the other hand, may have the effect of subtracting from or modifying any of the provisions of the agreement or of adding one or more other provisions to the agreement.

9-5.02

The provisions of this article must not be interpreted as constituting a revision of the agreement which could lead to a dispute as defined in the Labour Code.

9-6.00 LOCAL ARRANGEMENTS**9-6.01**

Local or regional arrangements within the meaning of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2) may be negotiated and agreed upon to the extent that the agreement provides that the board and the union may agree to implement or replace a provision negotiated and agreed at the provincial level.

CHAPTER 10-0.00 GENERAL PROVISIONS**10-1.00 NULLITY OF A STIPULATION****10-1.01**

The nullity of a clause of this agreement shall not entail the nullity of another clause or the agreement in its entirety.

10-2.00 INTERPRETATION OF TEXTS**10-2.01**

The French text shall constitute the official text of the agreement.

10-2.02 (Protocol)

The Ministère and the Fédération, on the one hand, and the Association, on the other hand, shall agree to an English translation of the official text negotiated and agreed upon in French by the Management Committee, on the one hand, and the Association, on the other hand.

10-2.03

All the clauses of this agreement which are marked "Protocol" are included in the text of the agreement for the sole purpose of indicating to the board and to the union:

- a) the aims of the Fédération, the Ministère and the Association in negotiating and concluding agreements on the provisions of the collective agreements in the education sector,
and
- b) the agreements concluded between the Fédération, the Ministère and the Association in specific cases.

They shall not be in any way the responsibility of the board or the union and shall not be subject to the procedure for settling grievances of the agreement.

10-2.04

- A) Except for Appendices I (with respect to the description of the fields of teaching at the secondary level), X, XI, XII, XIX, XXII, XXIV, XXVI, XXVIII, XXX, XXXII and XXXVIII, the appendices are an integral part of the agreement.
- B) In the event of a grievance concerning Appendix XIV, arbitration shall take place in accordance with Chapter 9-0.00 except that the arbitrator and assessors shall be members of the Revision Committee provided for in clause 6-1.07; the chairperson shall act as arbitrator.
- C) In the event of a grievance concerning Appendix XX or XXI, only the calculation provided for therein may be the subject of arbitration.
- D) Appendices LIII and LVII of the 1995-1998 agreement are an integral part of the agreement as if they were included in their entirety.
- E) Only paragraphs 1) and 4) of Appendix XXV are an integral part of the agreement.
- F) In the case of Appendix XXXI, only Parts I and II of Section 1 are an integral part of the agreement.

10-2.05 (Protocol)

For the purposes of the drafting of the agreement, the parties have agreed to use the masculine and feminine genders in all designations of persons. To this end, they have established rules of drafting that are found in Appendix X. These rules apply to the French text only.

The application of these rules does not have the effect of modifying the rights and benefits which would have applied had the text been written in the masculine gender and, unless the context indicates otherwise, may not have the effect of granting different rights or benefits to women or to men.

10-3.00 REPRISALS AND DISCRIMINATION**10-3.01**

No board representative, union delegate or representative shall be subjected to any sort of reprisal or discrimination in the course of or as a result of the carrying out of his or her duties.

10-3.02

The board and the union recognize for every teacher the right to exercise in complete equality the rights and freedoms affirmed in the Charter of Human Rights and Freedoms (R.S.Q., c. C-12).

The board expressly agrees to respect, in its actions, attitudes and decisions, the exercise, in full equality, of human rights and freedoms, without distinction, exclusion or preference which could lead to discrimination as defined in the Charter mentioned in the preceding paragraph.

10-3.03

No reprisal, threat or constraint shall be made against any teacher as a result of the exercise of a right that is granted to him or her under the agreement or by law.

10-3.04

This article applies to teachers-by-the-lesson and casual supply teachers.

10-4.00 INTERDICTION**10-4.01**

Strikes and lockouts shall be forbidden to every person as of the coming into force of the agreement and for as long as the right to strike and lock out is not acquired in accordance with the provisions of the Labour Code.

10-5.00 PRINTING (PROTOCOL)**10-5.01**

The text of the agreement shall be printed at the expense of the Ministère and the Fédération. The Association shall be entitled to sixty (60) copies and shall ensure the distribution of the copies to the teachers.

The Association shall also be entitled to two hundred (200) copies of the English version.

10-6.00 BUDGETARY RULES**10-6.01**

- A) As soon as the board receives from the Ministère the draft budgetary rules for consultation, it shall forward a copy thereof to the union and shall notify the union of the time allotted by the Ministère in which to respond to the consultation. The union shall, within the time allotted, make comments that it deems appropriate to the board.
- B) No later than June 15 of each year, the board shall forward to the union the information concerning the application of the budgetary rules to the board as contained in the following documents:
- the budgetary rules for the following year;
 - the board's specific allocation parameters for the normalized basic allocations and the supplementary basic allocations;
 - the board's specific calculation of the subsidized cost per teacher.
- C) Once its budgetary forecasts for the following year have been approved, the board shall forward a copy thereof to the union.
- D) No later than November 15 of each year, the board shall forward to the union a copy of its revised budget, where applicable, on the basis of the number of students on September 30.

10-7.00 EQUAL OPPORTUNITY**10-7.01**

If the board decides to implement an equal opportunity program, the program shall be a subject submitted for consultation to the participating body of teachers at the board level determined under Chapter 4-0.00.

10-7.02

The consultation shall focus on the following:

- a) the possibility of setting up an equal opportunity advisory committee grouping together all categories of personnel, it being specified that only one equal opportunity committee may exist at the board and that the union shall appoint its representative to that committee;
- should such a committee be set up, consultation on the items in subparagraphs b) and c) shall be carried out by the committee;
- b) the diagnostic analysis, where applicable;
- c) the contents of the equal opportunity program, namely:
- the objectives sought;
 - the corrective measures;
 - the time frame;
 - mechanisms allowing the evaluation of the progress made and the problems encountered.

10-7.03

An equal opportunity measure which adds to, subtracts from or modifies a provision of the agreement must be the subject of a written agreement in accordance with article 9-5.00 in order to be valid.

10-8.00 TECHNOLOGICAL CHANGES**10-8.01**

The use of a computer by a teacher as part of his or her teaching duties shall be a subject submitted to the participating body of teachers at the board level as determined under Chapter 4-0.00.

10-8.02

The use of a computer by a teacher in carrying out tasks related to his or her general duties shall be a subject submitted to the participating body of teachers at the board level determined under Chapter 4-0.00.

10-9.00 SEXUAL HARASSMENT IN THE WORKPLACE**10-9.01**

Sexual harassment in the workplace is defined as imposed or unwanted sexual advances compromising a right recognized by the agreement.

10-9.02

A teacher shall be entitled to work in an environment free from sexual harassment; to this effect, the board shall take reasonable measures in order to promote a working environment free from sexual harassment and to stop any sexual harassment brought to its attention.

10-9.03

The teacher who claims to have been sexually harassed may meet with a board representative in order to try to find a solution to his or her problem; during a meeting with the board within the context of this clause, a union representative may accompany the teacher, if the latter so desires.

10-9.04

Any grievance regarding sexual harassment in the workplace shall be submitted to the board by the plaintiff or the union with the consent of the plaintiff according to the procedure provided for in article 9-1.00.

10-9.05

Within ten (10) days of the plaintiff's written request, the board and the union shall establish an ad hoc committee made up of a member designated by each party.

The committee's mandate shall be to study the grievance, the facts and circumstances which gave rise to the grievance and to recommend, where applicable, the measures which it deems appropriate.

The committee shall submit its report within thirty (30) days of the date on which the request to establish the committee was made.

10-9.06

The names of the persons involved and the circumstances surrounding the grievance must be treated in a confidential manner, particularly by the board and the members of the committee, except if such information is required for the purpose of the inquiry concerning the grievance or the application of a measure taken by virtue of the agreement.

10-9.07

Should a solution be deemed unsatisfactory, the plaintiff or the union, with the consent of the plaintiff, may refer the grievance to arbitration in accordance with the procedure provided for in article 9-2.00. If a committee was established, the grievance shall be referred to arbitration within forty-five (45) days of the committee's report.

10-9.08

A grievance dealing with sexual harassment in the workplace shall be given priority.

10-9.09

This article applies to teachers-by-the-lesson and casual supply teachers.

10-10.00 HYGIENE, OCCUPATIONAL HEALTH AND SAFETY**10-10.01**

This matter shall be 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 (R.S.Q., c. R-8.2).

10-11.00 EMPLOYEE ASSISTANCE PROGRAM**10-11.01**

If the board decides to implement an employee assistance program, the program shall be a subject submitted for consultation to the participating body of teachers at the board level determined under Chapter 4-0.00.

10-11.02

The employee assistance program shall contain mechanisms to guarantee confidentiality and to ensure that participation is on a voluntary basis.

10-12.00 COMING INTO FORCE OF THE AGREEMENT**10-12.01**

- A) This agreement shall take effect on December 16, 2005, subject to subclause B) and any other specific provision stating a different effective date.
- B) Notwithstanding the previous subclause, the following provisions of the agreement shall apply as of February 1, 2006:
- clause 1-1.12;
 - clause 5-2.07;
 - subclause I) of clause 5-3.23;
 - clauses 5-10.03, 5-10.04 and 5-10.17;
 - subparagraph b) of clause 5-10.15;
 - subclauses E) and G) of clause 5-14.02;
 - subclause D) of clause 6-7.03;
 - clause 8-2.01;

- subparagraph b) of clause 8-6.01;
- clause 8-7.12;
- clauses 11-7.07, 11-7.08 and 11-7.13;
- subclause C) of clause 11-8.07;
- clause 11-10.11;
- Appendices IV¹, V, XVIII, XXV and XXXI¹.

For all periods prior to February 1, 2006, with respect to the provisions mentioned in this subclause, the corresponding provisions of the 2000-2003 agreement shall continue to apply, if applicable.

- C) The agreement shall expire on March 31, 2010. The working conditions applicable on March 31, 2010 shall continue to apply until a new agreement takes effect.

10-12.02 Provisions of the former agreement

Unless specifically provided otherwise, the agreement shall replace all the provisions of the former agreement.

Notwithstanding the preceding paragraph, the provisions of the former agreement negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2) continue to apply until they are amended, repealed or replaced pursuant to an agreement between the board and the union as prescribed in the Act.

10-13.00 1989-1995 AGREEMENT AND 2000-2003 AGREEMENT

10-13.01

The expression "1989-1995 agreement" means the 1989-1991 agreement and its extensions up to June 30, 1995.

10-13.02 2000-2003 Agreement

The expression "2000-2003 agreement" means the 2000-2002 agreement and its extension up to June 30, 2003.

¹ This appendix shall take effect on February 1, 2006 for the sole purpose of the organization of the 2006-2007 school year.

CHAPTER 11-0.00 ADULT EDUCATION**11-1.00 DEFINITIONS AND PRELIMINARY PROVISIONS****Definitions****11-1.01**

Chapter 1-0.00 applies by adding the following definition:

Adult education specialty

One of the specialties defined as such by the board after consultation with the union.

Preliminary provisions**11-1.02**

Whenever a provision of this chapter refers to another provision which is not included in the chapter, the latter provision shall apply by making the necessary changes, subject to clause 2-1.05 and to the other provisions of this chapter.

11-1.03

Unless the context indicates otherwise, for the purpose of applying this chapter, whenever a clause or article in this chapter refers to a clause or article containing the word "school", it shall be replaced by "centre".

11-2.00 HOURLY PAID TEACHERS AND PROVISIONS CONCERNING THE ENGAGEMENT OF HOURLY PAID TEACHERS AND PART-TIME TEACHERS**Hourly paid teachers****A2 11-2.01**

Shall apply to hourly paid teachers employed directly by the school board to teach adults in adult education classes only those articles, clauses and appendices in which they are expressly mentioned, as well as the following articles and clauses:

- articles 11-1.00 and 11-2.00;
- subclause A) of clause 11-8.09;
- articles 10-1.00 to 10-4.00;
- article 10-9.00;
- article 10-12.00;
- Appendix XXXIX.

A2 11-2.02

A) An hourly paid teacher shall be remunerated on the basis of the following hourly rates:

PERIODS CONCERNED	HOURLY RATES
As of the 141 st workday of the 2005-2006 school year	\$44.14
As of November 21, 2006	\$44.22
As of the 141 st workday of the 2006-2007 school year	\$45.10
As of November 21, 2007	\$45.18
As of the 141 st workday of the 2007-2008 school year	\$46.08
As of the 141 st workday of the 2008-2009 school year	\$47.00

B) These rates shall be for fifty (50) to sixty (60) minutes of teaching and the hourly paid teacher whose periods are shorter than fifty (50) minutes or longer than sixty (60) minutes shall be remunerated as follows: remuneration for any period shorter than fifty (50) minutes or longer than sixty (60) minutes shall be equal to the number of minutes divided by fifty (50) and multiplied by the hourly rate specified above.

C) Although these rates are paid only when the teacher actually works, they include payment for work done and the same paid legal holidays as those provided for regular teachers.

11-2.03

In hiring hourly paid teachers, the board shall endeavour to reduce double employment.

Provisions concerning the engagement of hourly paid teachers and part-time teachers**11-2.04**

The recall list in effect on June 30, 2003 for teachers of general education courses under article 11-2.00 of the 2000-2003 agreement continues to apply by virtue of this article.

11-2.05

On July 1 of each school year, the board shall add to this recall list by specialty the names of new teachers who worked in adult education during the preceding school year as hourly paid teachers or part-time teachers whom it decides to recall.

For each of the names on the recall list, the board shall record the number of hours taught in a specialty during the preceding school year.

11-2.06

If the board decides to engage an hourly paid teacher and must proceed with the engagement of a part-time teacher, it shall offer the position to the teacher who has the most teaching hours on the recall list in the specialty concerned.

11-2.07

The board may assign other teaching hours to a teacher who already has a part-time contract or is engaged at an hourly rate, regardless of the provisions contained in clause 11-2.06, if it deems that it is in the best interest of teaching.

11-2.08

The recall list may not contain the name of a person who holds a full-time position.

11-2.09

The board and the union may modify or replace the provisions of clauses 11-2.04 to 11-2.08.

11-2.10

An hourly paid teacher shall be entitled to the procedure for settling grievances with regard to the articles and clauses referred to in this article as well as the articles and clauses which specifically refer to him or her.

11-3.00 FULL-TIME AND PART-TIME TEACHERS**11-3.01**

Articles 11-1.00 and 11-3.00 to 11-15.00 apply to full-time and part-time teachers employed directly by the board to teach adults within the framework of adult education courses under the jurisdiction of the board.

Moreover, clauses 11-2.05 to 11-2.09 apply to the part-time teachers mentioned in the preceding paragraph.

11-4.00 FIELD OF APPLICATION AND RECOGNITION**11-4.01**

Clause 2-1.02, subparagraph 3) of clause 2-1.03 and clauses 2-1.04 and 2-1.05 apply.

11-4.02 Recognition of local parties

This matter shall be 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 (R.S.Q., c. R-8.2).

11-4.03 Recognition of provincial parties

Article 2-3.00 applies.

11-5.00 UNION PREROGATIVES**11-5.01 Communication and posting of union notices**

This matter shall be 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 (R.S.Q., c. R-8.2).

11-5.02 Use of school board premises for union purposes

This matter shall be 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 (R.S.Q., c. R-8.2).

11-5.03 Documentation to be provided to the union

This matter shall be 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 (R.S.Q., c. R-8.2).

11-5.04 Union system

This matter shall be 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 (R.S.Q., c. R-8.2).

11-5.05 Union delegate

This matter shall be 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 (R.S.Q., c. R-8.2).

11-5.06 Releases for union activities

Article 3-6.00 applies.

11-5.07 Deduction of union dues or their equivalent

This matter shall be 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 (R.S.Q., c. R-8.2).

11-6.00 METHODS, SUBJECTS AND PROCEDURES OF PARTICIPATION OF TEACHERS OTHER THAN THE SUBJECTS (AND THEIR METHODS) NEGOTIATED AND AGREED UPON AT THE PROVINCIAL LEVEL

This matter shall be 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 (R.S.Q., c. R-8.2).

11-7.00 CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS**Engagement****11-7.01 Engagement (subject to security of employment, priorities of employment and acquisition of tenure)**

This matter shall be 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 (R.S.Q., c. R-8.2).

Contracts of engagement**11-7.02**

Clauses 5-1.02, 5-1.08 and 5-1.09 apply.

11-7.03

The board shall comply with the provisions of clauses 11-7.01 to 11-7.12 as regards the engagement of full-time and part-time teachers.

11-7.04

Moreover, the board shall comply with the provisions of clauses 11-2.05 to 11-2.09 as regards the engagement of part-time teachers.

11-7.05

The engagement of a full-time or part-time teacher shall be made by contract and according to the appropriate contract in Appendix III.

11-7.06

A part-time contract can stipulate that a teacher work on a full-time basis for one (1) complete school year.

11-7.07

- A) For the duration of the agreement, the school board shall maintain the number of regular positions at the June 30, 2003 level, unless this results in a teacher being placed on availability.
- B) Notwithstanding subclause A), the number of regular positions to be maintained under this subclause shall be reduced by a number equivalent to the number of definitive departures in a specialty that is undergoing a reduction in clientele deemed significant by the school board in the three (3) years preceding the current year (see Appendix XXXIII).
- C) Subclause B) shall apply only as of the moment at which the number of actual regular positions reaches the number of regular positions as at June 30, 2003.
- D) It is the school board's responsibility to determine in which specialty positions will be maintained. The union may make representations to the school board following a definitive departure.

11-7.08

The board shall grant a part-time contract in the following cases:

- a) to provide, during the same school year, a predetermined number of teaching hours equal to or greater than four hundred and eighty (480) hours;
- b) to provide, during the same semester, a predetermined number of teaching hours equal to or greater than two hundred and forty (240) hours;
- c) to provide, during the same school year, a number of teaching hours over and above the four hundred and eighty (480) hours, provided that the number of hours exceeding these four hundred and eighty (480) hours in that school year be predetermined as equal to or greater than twenty-five (25) hours;
- d) to provide, during the same school year, a number of teaching hours in excess of those specified in subparagraph b), provided that the number of teaching hours to be provided in that same school year be predetermined as equal to or greater than twenty-five (25) hours.

When the board assigns other teaching hours to a teacher who has a part-time contract, the board shall add these teaching hours¹ to the number of teaching hours specified in the contract, up to a full annual teaching load.

¹ In the case of a replacement, the teaching hours shall be added only if the number of hours exceeds twelve (12) consecutive hours of absence of a full-time or part-time teacher.

11-7.09

Clause 11-7.08 applies only to the teaching hours provided in general education within the framework of courses funded by the Ministère or the Ministère de l'Emploi et de la Solidarité sociale under the terms of the Canada-Québec Labour Market Agreement in Principle and qualified as "training purchases".

Without modifying the scope of the preceding paragraph, clause 11-7.08 does not apply to "popular education courses".

11-7.10

Should there be a change in the designation of the expressions "training purchases" and "popular education courses" used in this article without altering the meaning, that designation shall automatically be changed in this article.

11-7.11

Subclause A) of clause 5-1.13 applies.

Notwithstanding the preceding paragraph, the board may reduce the duration of a part-time contract or the number of hours prescribed therein to take into account the decrease in the number of students.

11-7.12 Consequence of refusing a regular teaching position assigned under paragraph 9) of subclause A) of clause 5-3.20

This matter shall be 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 (R.S.Q., c. R-8.2).

If no such provisions exist, the consequence is the same as that for refusing a part-time contract by making the necessary changes.

11-7.13 Seniority

A) Article 5-2.00 applies, subject to subclauses B) and C) below:

B) However, clause 5-2.05 is replaced by the following:

Subject to article 5-2.00, seniority shall be calculated in the following manner:

- 1) for each school year during which a teacher had a full-time contract for two hundred (200) workdays or who, under contract, carried out a full annual teaching load, one (1) year of seniority shall be recognized;
- 2) for each school year during which the teacher had a full-time contract for less than two hundred (200) workdays and did not, under the full-time contract, carry out a full annual teaching load, the board shall recognize a fraction of a year established according to the following formula: the number of workdays included in that period, divided by two hundred (200);
- 3) for each school year during which the teacher had a part-time contract, the board shall recognize a fraction of a year proportional to his or her teaching load in relation to a full annual teaching load;
- 4) for each year taken separately before the teacher has a contract, the number of days recognized for the school year in question shall be obtained by dividing by four (4) the number of fifty (50)- to sixty (60)-minute periods devoted to teaching adults or performing a pedagogical function within the meaning of clause 11-10.02. If the total number of days thus calculated is two hundred (200) days or more, one (1) year of seniority shall be recognized. If the total is less than two hundred (200) days for the school year, the number of days thus calculated shall be accumulated and every block of two hundred (200) days shall equal one (1) year of seniority.

- C) Clause 5-2.07 shall apply subject to the following provisions:
- 1) Notwithstanding subparagraph c) of clause 5-2.07, a teacher who is not reengaged because of a surplus of personnel lasting more than twenty-four (24) consecutive months shall not lose his or her seniority provided he or she is engaged by the school board as an hourly paid teacher to teach at least fifty (50) teaching periods (fifty (50) to sixty (60) minutes) for purposes other than replacement (occasional supply teaching), each school year following the year in which he or she is not reengaged.
 - 2) Notwithstanding subparagraph d) of clause 5-2.07, a part-time teacher whose engagement contract expired more than twenty-four (24) consecutive months ago shall not lose his or her seniority provided he or she is engaged by the school board as an hourly paid teacher to teach at least fifty (50) teaching period (fifty (50) to sixty (60) minutes), for purposes other than replacement (occasional supply teaching), each school year following the expiry of his or her contract.
 - 3) As regards teaching periods taught as an hourly paid teacher under subparagraphs 1) and 2), when, if applicable, the teacher obtains a new contract after his or her engagement as an hourly paid teacher, his or her seniority shall be recognized in accordance with subparagraph 4) of subclause B).

11-7.14 Movement of personnel and security of employment

A) Clauses 5-3.01 to 5-3.12 apply.

B) Assignment and transfer procedures

This matter shall be 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 (R.S.Q., c. R-8.2).

C) Clauses 5-3.20 and 5-3.22 to 5-3.31 apply.

However, paragraph 9) of subclause A) of clause 5-3.20 is replaced by the following:

- 9) The board shall engage, according to seniority, a teacher registered in the specialty concerned on the recall list prescribed in clauses 11-2.04 to 11-2.09 who has accumulated two (2) years of seniority or more on the preceding June 30 and who, where applicable, meets the pertinent requirements that the board may set under subclause D). If no such list exists, the board shall engage, according to seniority, a nonregular teacher who has accumulated two (2) years of seniority or more on the preceding June 30 and who, where applicable, meets the pertinent requirements that the board may set under subclause D).

The board shall not consider teachers referred to in the preceding paragraph who notified the board prior to June 1 of a given year that they would not be available to hold such a position for the following school year.

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

Moreover, subclause D) of clause 5-3.20 is replaced by the following:

- D) For the purpose of applying the preceding paragraph 9) of subclause A), the board may, in order to fill a position, set requirements that are pertinent to that position, after consulting the union.

Where the union contests, by means of a grievance, the decision of the board to not grant a position to a teacher whose name is entered on the recall list prescribed in clauses 11-2.04 to 11-2.09 or, if no such list exists, to a nonregular teacher who has accumulated two (2) years of seniority or more on the preceding June 30, the board must establish that its decision is well-founded.

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

D) **Rules governing the distribution of duties and responsibilities among the teachers of a centre**

This matter shall be 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 (R.S.Q., c. R-8.2).

E) If the board decides to reduce its staff, a teacher in staff excess shall be nonreengaged if he or she has not acquired tenure or placed on availability if he or she has acquired tenure. The board must notify the teacher who is nonreengaged or placed on availability by registered letter or certified mail before June 1 of the current school year. The nonreengagement or placement on availability shall be carried out within the specialty taught where there is a staff excess according to the inverse order of seniority.

If a staff excess is ascertained after June 1, the teacher shall be in assignment surplus and the board may use the teacher's services as if he or she were on availability. Moreover, the services of a teacher who becomes assignment surplus by the application of subclause B) of clause 11-7.14 or paragraph 2) of subclause A) of clause 5-3.20 may be used by the board as if he or she were on availability. The teacher in assignment surplus shall maintain his or her specialty.

F) For the purpose of this clause, the teaching specialty described in clause 11-1.01 shall be substituted for the notion of field of teaching.

11-7.15 Measures designed to reduce the number of teachers on availability or to be placed on availability

Article 5-4.00 applies.

11-7.16 Promotion

Article 5-5.00 applies.

11-7.17 Personal file

This matter shall be 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 (R.S.Q., c. R-8.2).

11-7.18 Dismissal

This matter shall be 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 (R.S.Q., c. R-8.2).

11-7.19 Nonreengagement

This matter shall be 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 (R.S.Q., c. R-8.2).

11-7.20 Resignation and breach of contract

This matter shall be 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 (R.S.Q., c. R-8.2).

11-7.21 Insurance plans

Article 5-10.00 applies by making the necessary changes in clause 5-10.20 to take into account the period covered by the work year.

11-7.22 Regulations regarding absences

This matter shall be 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 (R.S.Q., c. R-8.2).

11-7.23 Civil responsibility

This matter shall be 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 (R.S.Q., c. R-8.2).

11-7.24 Parental rights

Article 5-13.00 applies.

11-7.25 Special leaves

Article 5-14.00 applies.

11-7.26 Nature, duration, terms and conditions of leaves of absence without salary as well as the inherent rights and obligations except those provided for parental leaves, for participation in public office and for union activities

This matter shall be 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 (R.S.Q., c. R-8.2).

11-7.27 Leaves of absence for matters related to education

This matter shall be 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 (R.S.Q., c. R-8.2).

11-7.28 Sabbatical leave with deferred salary

Article 5-17.00 applies.

11-7.29 Leaves for public office

Article 5-18.00 applies.

11-7.30 Teacher's contribution to a savings institution or credit union

This matter shall be 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 (R.S.Q., c. R-8.2).

11-7.31 Leaves for loan of service

Article 5-20.00 applies.

11-7.32 Progressive retirement plan

Article 5-21.00 applies.

11-8.00 REMUNERATION OF TEACHERS**11-8.01 Evaluation of schooling**

Article 6-1.00 applies.

11-8.02 Classification

Article 6-2.00 applies.

11-8.03 Reclassification

Article 6-3.00 applies.

11-8.04 Recognition of years of experience

Article 6-4.00 applies. However, for the purpose of determining the number of years of experience of a teacher who is engaged as a full-time or part-time teacher for each year taken separately, the quotient obtained by dividing by four (4) the total number of fifty (50) to sixty (60) minute periods devoted to teaching adult education or vocational education courses or to performing a pedagogical function within the meaning of clause 11-10.02 shall determine the number of days of experience recognized for the school year in question. For the period during which a teacher did not have a full-time contract in the adult education sector, clause 6-4.03 shall apply for the purpose of calculating the number of years of experience.

11-8.05 Salary and salary scales

Article 6-5.00 applies.

11-8.06 Annual supplements

Article 6-6.00 applies.

11-8.07 Part-time teacher

- A) A part-time teacher shall be entitled to a salary proportional to the time he or she devotes to the presentation of courses and lessons as well as to the pedagogical follow-up related to his or her specialty as required by the board in relation to the twenty (20) hours provided by the regular teacher during the workweek.

The same shall hold true for premiums for regional disparities and special leaves.

- B) A part-time teacher shall also be entitled to hours devoted to pedagogical activities or parts of pedagogical days to be determined by the board. The number of hours¹ devoted to such activities shall be based on the hours specified for the regular teacher proportional to the number of teaching hours specified in his or her part-time contract in relation to a full annual teaching workload.

The number of hours thus obtained shall be added to the teaching hours specified in the contract. However, the total must not exceed a full annual teaching workload.

- C) If the school board exceeds, for a part-time teacher, the eight hundred (800) hours to be devoted to teaching courses and lessons as well as for the pedagogical following related to his or her specialty, the second subparagraph of subclause F) of clause 11-10.04 shall apply.

¹ If the number of hours thus obtained is not a whole number one proceeds as follows:

if the fraction is less than 0.5, it is dropped; if the fraction is equal to or greater than 0.5, the fraction is rounded off to the next whole number.

11-8.08 Miscellaneous provisions concerning remuneration

Clauses 6-8.01, 6-8.03 and 6-8.04 apply.

11-8.09

A) For the purposes of applying this chapter, the expression:

- "up to the 140th workday of the school year" means up to the 140th workday determined in the context of the distribution of the workdays in the calendar year prescribed in clause 8-4.02;
- "as of the 141st workday of the school year" means as of the 141st workday determined in the context of the distribution of the workdays in the calendar year prescribed in clause 8-4.02.

B) The salary including supplements and premiums, if any, to which the full-time teacher is entitled shall be adjusted and paid, where applicable, within thirty (30) days of the 141st day to ensure that he or she receives:

- 60/200 of his or her applicable annual salary, including applicable supplements and premiums, if any, according to the applicable scales and amounts as of the 141st workday of the school year for each of the following school years: 2005-2006, 2006-2007, 2007-2008 and 2008-2009;
- 140/200 of his or her applicable annual salary including applicable supplements and premiums, if any, according to the applicable scales and amounts up to the 140th workday of the school year for each of the following school years: 2006-2007, 2007-2008 and 2008-2009.

C) Any other amount owing to the full-time teacher under this chapter shall also be adjusted, where applicable, according to the formula established in the preceding subclause B) by making the necessary changes.

11-8.10 Terms and conditions for the payment of salary and other amounts owing by virtue of the agreement

This matter shall be 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 (R.S.Q., c. R-8.2).

11-9.00 PROFESSIONAL IMPROVEMENT SYSTEM**11-9.01 Amounts allocated**

Article 7-1.00 applies. However, the number of full-time teachers in adult education, excluding those on availability, shall be added to the number of teachers provided for in clause 7-1.01 for the purpose of determining the total amount available for professional improvement for all the teachers covered by the agreement.

11-9.02 Remote regions (Protocol)

Article 7-2.00 applies.

11-9.03 Professional improvement (subject to the amounts allocated and the provincial professional improvement programs)

This matter shall be 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 (R.S.Q., c. R-8.2).

11-10.00 TEACHER'S WORKLOAD AND ITS ORGANIZATION**11-10.01 General principles**

Article 8-1.00, with the exception of clause 8-1.04, applies.

11-10.02 General duties

The teacher shall provide learning and educational activities to students.

In this context, his or her main responsibilities are:

- 1) prepare and present courses within the guidelines of the authorized programs;
- 2) assist the adult in determining his or her educational profile in relation to his or her career plans and knowledge;
- 3) assist the adult in choosing learning methods and in determining the time to be devoted to each program and point out to him or her the difficulties which must be overcome in order to achieve each stage;
- 4) follow the adult's progress and ensure himself or herself of the validity of the student's learning process;
- 5) supervise and evaluate experimental projects and internships in the workplace;
- 6) prepare, administer and correct tests and examinations and complete the reports related to this duty;
- 7) ensure the support necessary for learning activities by participating in the following tasks: arrival and dismissal from class and enrollment of adults, identification of problems that must be referred to professionals in personal assistance, organization and supervision of sociocultural activities;
- 8) monitor the late arrivals and absences of his or her students;
- 9) attend meetings related to his or her work;
- 10) perform other duties which may usually be assigned to teaching personnel.

11-10.03 Work year

- A) The teacher's work year shall comprise two hundred (200) workdays within the school year.
- B) **Distribution in the calendar year of the workdays excluding the determination of the number of workdays**

This matter shall be 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 (R.S.Q., c. R-8.2).

11-10.04 Workweek

- A) The teacher's regular workweek shall be five (5) days, from Monday to Friday, and involve thirty-two (32) hours of work at the centre. However, the school board or the centre director may, with respect to the twenty-seven (27) hours of work provided for in subparagraph 1) of subclause B), assign the teacher to a workplace other than the centre. In addition, at the teacher's request, the school board or the centre director may, with respect to the five (5) hours provided for in subparagraph 2) of subclause B), assign a teacher to a workplace other than the centre.

- B) The regular workweek shall comprise:
- 1) twenty-seven (27) hours of work at the location assigned to each teacher by the school board or centre director;
 - 2) five (5) hours to perform the personal work provided for in the general duties set out in clause 11-10.02.
- C) Unless otherwise agreed by the school board and the union, the twenty-seven (27) hours of work provided for in subparagraph 1) of subclause B) shall be performed at times established for each teacher by the school board or the centre director.
- D) Unless otherwise agreed by the school board and the union, the thirty-two (32) hours of the workweek shall take place within a weekly thirty-five (35)-hour schedule, which shall also be established for each teacher by the school board or the centre director.

This thirty-five (35)-hour schedule shall not include the period set aside for meals.

- E) 1) It is the teacher's responsibility to determine what work he or she will do during the hours provided for in subparagraph 2) of subclause B), of the personal work provided for in the general duties set out in clause 11-10.02, as well as the times at which this work will be done, of the time not already set aside by the school board or the centre for the twenty-seven (27) hours of work.
- 2) The following procedures shall apply concerning the determination of the times at which the personal work provided for in subparagraph 2) of subclause B) will be done, these procedures subject to a different agreement between the school board and the union:
- i) the teacher shall notify the centre director of the determination of the appropriate times for doing the personal work as soon as possible after the beginning of the work year;
 - ii) then, such determination shall be modified by the teacher to take into account any determination made by the centre director with respect to the times at which the twenty-seven (27) hours of work shall be done;
 - iii) if, during the year, the teacher wishes to make occasional or permanent changes to the determination of the times provided for the personal work provided for in subparagraph 2) of subclause B), he or she shall proceed as follows:

if it is an occasional change, the teacher must notify the centre director at least twenty-four (24) hours in advance;

if it is a permanent change, he or she must notify the centre director at least five (5) days in advance;

the notice must indicate the reason for the change.
- 3) The personal work provided for in subparagraph 2) of subclause B) shall be done during the weekly thirty-five (35)-hour schedule, subject to subclause D).

Notwithstanding the foregoing and subclause D), upon agreement between the teacher and the centre director, this personal work may be done outside the weekly thirty-five (35)-hour schedule.

This personal work may also, if the teacher so decides, be done outside the weekly thirty-five (35)-hour schedule, under the following conditions:

- i) a maximum of four (4) hours per week may be done outside the weekly thirty-five (35)-hour schedule;

- ii) this work shall be done during the centre's operating hours¹, during any period immediately preceding or following the teacher's schedule, or during any part of the meal period provided for in clause 11-10.06 exceeding fifty (50) minutes;
- iii) the times at which this work is done during such meal period shall not exceed two (2) hours a week.

F) Regular teachers

During a regular workweek, the time devoted to teaching courses and lessons within the limits of the programs authorized by the school board, as well as the time devoted to pedagogical follow-up related to the teacher's specialty and required by the school board, shall be twenty (20) hours. These twenty (20) hours may be considered a weekly average, allowing more hours some weeks and less others. In such a case, however, the time to be devoted to teaching courses and lessons within the limits of the programs authorized by the school board, as well as the time devoted to pedagogical follow-up related to the teacher's specialty and required by the school board shall remain at eight hundred (800) hours² a year.

If, for a teacher, the school board exceeds the eight hundred (800) hours to be devoted to teaching courses and lessons and to the pedagogical follow-up defined above, the teacher shall be entitled, for each additional fifty (50)- to sixty (60)-minute period, to compensation equal to 1/1000 of his or her annual salary. Payment of such compensation shall be made on the final salary payment for the school year in question.

11-10.05 Terms and conditions for the distribution of work hours

This matter shall be 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 (R.S.Q., c. R-8.2).

11-10.06 Meal period

Unless there is an agreement to the contrary between the board and the union, the teacher shall be entitled to a period of sixty (60) minutes for his or her meal.

11-10.07 Department head

- A) If the board decides to appoint teachers to the position of department head, they shall be under the responsibility of the principal and their appointment shall only be valid insofar as this clause is complied with in its entirety.
- B) The position of department head shall comprise two aspects, namely his or her function as a teacher and his or her actual function as department head.
- C) As regards his or her actual function as department head, the department head must carry out the following duties and responsibilities:
 - 1) assume the coordination and animation tasks related to teaching activities;
 - 2) act as coordinator and animator for the teachers in his or her department and to encourage them to develop and jointly define, within the guidelines of the policies and programs in effect, the content, the teaching methods and techniques, as well as the measurement and evaluation methods likely to promote student learning;

¹ If the teacher is unable to do the four (4) hours mentioned in subparagraph i) outside the weekly thirty-five (35)-hour schedule in full or in part, because of the limited operating hours of the centre, the school board and the union shall agree on other terms and conditions than those provided for in this subparagraph.

² As of the 2006-2007 school year, read including twenty-four (24) hours devoted to pedagogical days or parts of pedagogical days to be set by the school board. Only the first four (4) hours of a pedagogical day shall be taken from the bank of twenty-four (24) hours.

- 3) collaborate with the other teachers and professionals in taking the appropriate measures to meet the students' individual needs;
 - 4) in particular, assist the teacher on probation in his or her department and participate in his or her evaluation;
 - 5) at the request of his or her superior, collaborate in determining the needs in teaching and consumable materials for his or her department and in monitoring their use.
- D) Every department head may be released from a portion of his or her teaching duties in order to allow him or her to better fulfill his or her function as department head. The time of the release must be devoted exclusively to his or her function as department head. The board shall determine, after consultation with the union, the portion for each department head. However, the partial release may not exceed ten (10) hours per week.
- E) The appointment of a teacher as department head shall terminate automatically and without notice on June 30 of the school year in question, unless the duration of the appointment is for less than a year.

11-10.08 Special conditions

Clauses 8-7.01, 8-7.04, 8-7.06 and 8-7.08 apply.

11-10.09 Travel expenses

This matter shall be 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 (R.S.Q., c. R-8.2).

11-10.10 Additional workdays

A teacher covered by this article may, at the request of the board, accept to teach on days outside the two hundred (200) workdays included in his or her annual full-time teaching contract. In this case, however, the only provisions that apply to him or her are those stipulated in clause 11-2.02 for the extra days he or she has taught.

11-10.11 Supply teaching

This matter is subject to stipulations negotiated and reached 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 (R.S.Q., c. R-8.2).

11-11.00 SETTLEMENT OF GRIEVANCES AND TERMS AND CONDITIONS FOR AMENDING THE AGREEMENT

11-11.01 Grievances and arbitration (for matters not negotiated at the local level)

Articles 9-1.00, 9-2.00 and 9-3.00 apply.

11-11.02 Grievances and arbitration (for matters negotiated at the local level)

This matter shall be the subject of provisions 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 (R.S.Q., c. R-8.2).

11-11.03 Terms and conditions for amending the agreement

Articles 9-5.00 and 9-6.00 apply.

11-12.00 PREMIUMS FOR REGIONAL DISPARITIES

Chapter 12-0.00 applies.

11-13.00 GENERAL PROVISIONS**11-13.01**

Articles 10-1.00 to 10-9.00, 10-11.00 and 10-12.00 apply.

11-13.02 Hygiene, occupational health and safety

This matter shall be 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 (R.S.Q., c. R-8.2).

A2 11-14.00 APPENDICES

Subject to clause 10-2.04, the following appendices apply: III-B), III-C), V, X, XI, XIV, XVI, XVII, XXVIII to XXX, XXXI (as concerns adult students aged 16-18), XXXII, XXXIV, XXXVI, XXXVII, XXXVIII and XXXIX.

CHAPTER 12-0.00**PREMIUMS FOR REGIONAL DISPARITIES****12-1.00 DEFINITIONS****A3 12-1.01 For the purpose of this chapter, the following terms mean:****a) Dependent**

The spouse, dependent child as defined in clause 5-10.02 and any other dependent within the meaning of the Taxation Act, provided this person lives with the teacher. However, for the purposes of this chapter, income earned from the employment of the teacher's spouse shall not deprive the latter of the status of dependent.

The fact that a child attends a recognized public secondary school in a locality other than the locality in which the teacher resides shall not deprive him or her of the status of dependent if another public secondary school is not available in the locality in which the teacher resides.

Similarly, the fact that a child attends a recognized public preschool or elementary school in a locality other than the locality in which the teacher resides shall not deprive him or her of the status of dependent if another recognized public preschool or elementary school, as the case may be, is not available in the child's language of instruction (French or English) in the locality in which the teacher resides.

In addition, a child aged twenty-five (25) or under shall be deemed to hold the status of dependent if he or she meets the following three (3) conditions:

- the child attends a recognized public postsecondary institution full-time in a locality other than the locality in which the teacher resides if the teacher works in a locality in sector III, IV and V, excluding Parent, Sanmaur and Clova;
- the child once held the status of dependent in accordance with the above definition;
- the teacher provided the supporting documents attesting that the child is enrolled full-time in a postsecondary program, namely, proof of enrollment at the beginning of the term and proof of attendance at the end of the term.

Recognition of the status of dependent as defined in the above subparagraph shall entitle the teacher to retain his or her isolation and remoteness premium and entitle the dependent child to the provisions concerning outings.

However, transportation expenses allocated to the dependent from other programs shall be deducted from the benefits related to outings for the dependent child.

The specific provisions in the fourth subparagraph shall not apply to the provisions concerning lodging and food transportation.

b) Point of departure

Domicile in the legal sense of the word upon engagement insofar as the domicile is situated in one of the localities of Québec. The said point of departure may be modified by an agreement between the board and the teacher, subject to it being situated in one of the localities of Québec.

The fact that a teacher already covered by this chapter changes school board shall not modify his or her point of departure.

12-1.02 For the purposes of this chapter, the following sectors include:**a) Sector I**

The localities of Chapais and Chibougamau; the localities of 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; the localities of Matagami and Lebel-sur-Quévillon.

b) Sector II

The territory of the Côte Nord east of the Moisie River up to Havre St-Pierre inclusively, the localities of Fermont and Îles-de-la-Madeleine.

c) Sector III

The territory north of the 51° of latitude including Chisasibi, Kawawachikamach, Kuujuaq, Kuujuarapik, Mistassini, Whapmagoostui, Radisson, Schefferville and Waswanipi excluding the locality of Fermont and the localities mentioned in sectors IV and V.

The localities of Clova, Parent and Sanmaur.

The territory of the Côte Nord stretching east of Havre St-Pierre to the limit of Labrador including Île d'Anticosti.

d) Sector IV

The localities of Eastmain, Waskagheganish, Inukjuak, Nemiscau, Povungnituk, Wemindji and Umiujaq.

e) Sector V

The localities of Akulivik, Aupaluk, Ivujivik, Kangiqsualujuaq, Kangiqsujuaq, Kangirsuk, Quaqaq, Salluit and Tasiujaq.

12-2.00 RATES OF PREMIUMS**12-2.01**

The teacher working in one of the sectors mentioned in clause 12-1.02 shall receive an annual isolation and remoteness premium of:

	Periods concerned	Up to the 140 th workday of the 2005-2006 school year	As of the 141 st workday of the 2005-2006 school year	As of the 141 st workday of the 2006-2007 school year	As of the 141 st workday of the 2007-2008 school year	As of the 141 st workday of the 2008-2009 work year
With dependent(s)	Sector I	\$6 962	\$7 101	\$7 243	\$7 388	\$7 536
	Sector II	\$8 610	\$8 782	\$8 958	\$9 137	\$9 320
	Sector III	\$10 834	\$11 051	\$11 272	\$11 497	\$11 727
	Sector IV	\$14 089	\$14 371	\$14 658	\$14 951	\$15 250
	Sector V	\$16 621	\$16 953	\$17 292	\$17 638	\$17 991
Without dependents	Sector I	\$4 869	\$4 966	\$5 065	\$5 166	\$5 269
	Sector II	\$5 739	\$5 854	\$5 971	\$6 090	\$6 212
	Sector III	\$6 773	\$6 908	\$7 046	\$7 187	\$7 331
	Sector IV	\$7 993	\$8 153	\$8 316	\$8 482	\$8 652
	Sector V	\$9 428	\$9 617	\$9 809	\$10 005	\$10 205

12-2.02

The amount of the isolation and remoteness premium to which a part-time teacher is entitled shall be in proportion to the workload he or she assumes compared to the workload of a full-time teacher.

The amount of the isolation and remoteness premium to which a teacher-by-the-lesson is entitled shall be in proportion to his or her teaching time compared to the workload of a full-time teacher.

12-2.03

The amount of the isolation and remoteness premium shall be adjusted in proportion to the time worked in the board's territory included in one of the sectors described in clause 12-1.02 in relation to a period of reference established at two hundred (200) workdays.

12-2.04

The teacher on maternity leave or the teacher on a leave for adoption who remains in the territory during the leave shall continue to benefit from the provisions of this chapter.

12-2.05

If both members of a couple work for the same board or if both work for two different employers in the public and parapublic sectors, only one of the two may avail himself or herself of the premium applicable to the teacher with dependent(s), if he or she has one or more dependents other than his or her spouse. If he or she has no dependent other than his or her spouse, each shall be entitled to the premium appearing in the scale "no dependents", notwithstanding the definition of the term "dependent" found in clause 12-1.01.

12-2.06

Subject to clause 12-2.03, the board shall cease to pay the isolation and remoteness premium established under this article if the teacher and his or her dependents deliberately leave the territory during a leave or paid leave of absence for more than thirty (30) days, except if it involves annual vacation, sick leave, maternity leave, leave for adoption 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 fifty (50) kilometres from the locality where he or she is required to perform his or her duties, provided that it is situated in one of the sectors described in clause 12-1.02:

- a) the transportation expenses of the transferred teacher and his or her dependents;
- b) the cost of transporting his or her personal belongings and those of his or her dependents up to a maximum of:
 - two hundred and twenty-eight (228) kilograms for each adult or each child twelve (12) years of age and over;
 - one hundred and thirty-seven (137) kilograms for each child under twelve (12) years of age;
- c) the cost of transporting his or her furniture (including household utensils), if need be, other than those provided by the board;
- d) the cost of transporting his or her vehicle, if need be, on land, by boat or train;
- e) the cost of storing his or her furniture, if need be.

12-3.02

The teacher shall not be entitled to be reimbursed for these expenses if he or she is in breach of contract to go work for another employer before the sixty-first (61st) day of his or her stay in the territory unless the board and the union agree otherwise.

12-3.03

If the teacher who is eligible for the provisions of subparagraphs b), c) and d) of clause 12-3.01 decides not to avail himself or herself of some or of all of them immediately, he or she shall remain eligible for the said provisions during the year following the date on which his or her assignment began.

12-3.04

These expenses shall be payable provided that the teacher is not reimbursed for these expenses by another plan or his or her spouse has not received an equivalent benefit from his or her employer or another source and solely in the following cases:

- a) the teacher's first assignment and the reengagement by the board of the teacher who was not reengaged because of surplus: from the point of departure to the place of assignment;
- b) cancellation or nonrenewal of the contract by the board: from the place of assignment to the point of departure;
- c) a subsequent assignment or transfer at the request of the board or the teacher: from one place of assignment to another;
- d) breach of contract, resignation or death of the teacher: from the place of assignment to the point of departure; in the case of sectors I and II, reimbursement shall only be made in proportion to the time worked in relation to a period of reference established at two hundred (200) workdays, except in the event of death;
- e) when a teacher obtains a leave of absence for educational purposes: from the place of assignment to the point of departure; in this case, the expenses referred to in clause 12-3.01 shall also be payable to the teacher whose point of departure is situated at fifty (50) kilometres or less from the locality where he or she performs his or her duties.

12-3.05

These expenses shall be borne by the board from the point of departure to the place of assignment or shall be reimbursed upon presentation of supporting vouchers.

If a teacher is recruited from outside Québec, these expenses shall be assumed by the board without exceeding the equivalent costs between Montréal and the locality where the teacher is called to perform his or her duties.

If both spouses work for the same board, only one may avail himself or herself of the benefits granted under this article.

12-3.06

The weight of two hundred and twenty-eight (228) kilograms provided for in subparagraph b) of clause 12-3.01 shall be increased by forty-five (45) kilograms per year of service in the territory in the employ of the board. This provision shall cover the teacher only.

12-4.00 OUTINGS**12-4.01**

The fact that the teacher's spouse is employed by the public and parapublic sectors must not grant the teacher a number of paid outings which is greater than that provided for in the agreement.

12-4.02

The board shall pay directly or reimburse the teacher recruited more than fifty (50) kilometres from the locality where he or she performs his or her duties for the expenses inherent to the following outings provided that the board is situated in one of the sectors described in clause 12-1.02:

- a) for the localities in sector III, except those listed in the following subparagraph b), for the localities in sectors IV and V and Fermont: three (3) trips per year for the teacher and his or her dependents;
- b) for the localities of Clova, Havre St-Pierre, Parent, Sanmaur and Îles-de-la-Madeleine: one (1) trip per year for the teacher and his or her dependents.

The initial place of recruitment shall not be modified due to the fact that the teacher nonreengaged because of a surplus of personnel, who is subsequently reengaged, chose to stay there during the period of unemployment.

These expenses shall be paid directly or reimbursed upon presentation of supporting vouchers for the teacher and his or her dependents up to, for each, the equivalent of the price of a return flight from the locality of assignment up to the point of departure situated in Québec or as far as Montréal.

12-4.03

In the cases provided for in subparagraphs a) and b) of clause 12-4.02, an outing may be used by the spouse or a family member not residing in the territory to visit the teacher who lives in one of the localities mentioned in clause 12-1.02.

12-4.04

In the case of a teacher or one of his or her dependents who must be evacuated from his or her place of work situated in one of the localities provided for in clause 12-4.02 because of illness, accident or complication related to pregnancy, the board shall pay for the cost of the return flight. The teacher must prove that it was necessary for him or her to be evacuated. An attestation from the nurse or physician in the locality or, if the attestation cannot be obtained locally, a medical certificate from the attending physician shall be accepted as proof.

The board shall also pay for the return flight of the person who accompanies the person who had to be evacuated from his or her workplace.

12-4.05

The board shall authorize a teacher to take a leave of absence without salary if one of his or her dependents must be evacuated from the locality within the framework of clause 12-4.04 in order to allow him or her to accompany his or her dependent, subject to the provisions under special leaves.

12-4.06

The teacher who originates from a locality situated more than fifty (50) kilometres from his or her place of assignment, who was recruited there and who gained the right to outings because he or she lived in a conjugal relationship with an employee in the public and parapublic sectors shall continue to be entitled to outings as provided for in clause 12-4.02 even if he or she loses the status of spouse.

12-5.00 REIMBURSEMENT OF TRANSIT EXPENSES**12-5.01**

The board shall reimburse the teacher, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and hotels, if any) for himself or herself and for his or her dependents when he or she is engaged and on any authorized trip provided for in clause 12-4.02, provided that these expenses not be assumed by a carrier.

These expenses shall be limited to the amounts provided for in the relevant provisions of the agreement or, failing this, according to the policy established by the board applicable to all its employees.

12-6.00 DEATH

12-6.01

In the event of the death of the teacher or of one of his or her dependents, the board shall pay for the repatriation of the mortal remains. Moreover, in the event of the teacher's death, the board shall reimburse the dependents for the expenses inherent to the return trip from the place of assignment to the burial place situated in Québec.

12-7.00 VEHICLES AT THE TEACHERS' DISPOSAL

12-7.01

Wherever private vehicles are prohibited, the placement of vehicles at the teachers' disposal may be the subject of an agreement between the board and the union.

12-8.00 LODGING

12-8.01

The obligations and practices to provide lodging for the teacher, at the time of his or her engagement, shall be maintained only for the locations where they already existed.

The rent charged to the teachers who benefit from lodging in sectors III, IV, V and the localities of Fermont and Joutel-Matagami shall be maintained at the rate in effect on June 30, 2003.

12-8.02

At the union's request, the board shall explain the reasons underlying the allocation of housing. Moreover, at the union's request, it shall provide information on its existing maintenance practices.

12-9.00 PROVISIONS OF FORMER AGREEMENTS

12-9.01

In the event of benefits greater than the current plan for regional disparities resulting from the application of the last collective agreement or recognized administrative practices, they shall be renewed except for the following elements of the agreement:

- a) the retention premium;
- b) the definition of "point of departure" provided for in clause 12-1.01;
- c) the rates of premiums and the calculation of the premium provided for in clause 12-2.02;
- d) the reimbursement of expenses related to moving and outings of the teacher recruited from outside Québec provided for in articles 12-3.00 and 12-4.00;
- e) the number of outings provided for in article 12-4.00, when the teacher's spouse works for the board or an employer in the public and parapublic sectors.

The board agrees to renew for each teacher who so benefits on June 30, 2003 the agreements concerning the compensation for lodging in the territories of the Commissions scolaires du Fer, de la Moyenne Côte-Nord and de l'Estuaire.

12-9.02

The retention premium equivalent to eight percent (8%) of the annual salary shall be maintained for the teachers working in the localities of Sept-Îles (including Clarke City and Gallix) and Port-Cartier (including Rivière Pentecôte).

The maintenance of the retention premium plan for teachers engaged after March 31, 2010 should be the subject of a special agreement to this effect between the parties.

The parties to this agreement agree that the amended version dated June 26, 2006 constitutes the agreement in effect until March 31, 2010.

IN WITNESS WHEREOF, the parties herein have signed in Québec on this 26th day of the month of June 2006.

For the French-language school boards

**For the Quebec Provincial
Association of Teachers (QPAT) on behalf
of the teachers' union which it represents**

(signed) Bernard Tremblay
Bernard Tremblay, president
CPNCF

(signed) Françoise Stake
Françoise Stake, president
QPAT

(signed) Alain Lavoie
Alain Lavoie, vice-president
CPNCF

(signed) Nancy Thivierge
Nancy Thivierge, negotiator
FCSQ

(signed) Roger Lacasse
Roger Lacasse, negotiator
MELS

(signed) Pierre Weber
Pierre Weber, spokesperson

APPENDIX I¹

LIST AND DESCRIPTION OF FIELDS OF TEACHING

A) Preliminary

All general education courses in every field of teaching appearing in the students' timetable at the secondary level shall be deemed to be identified according to such field of teaching.

COURSES and STUDENT ACTIVITIES offered to secondary school students by a school board providing secondary education and appearing in the students' timetable may be of the following types only:

- a) courses included in the official programs of study of the Ministère for the secondary level and student activities appearing in the student's academic profile;
- b) courses included in the experimental programs of study and student activities appearing in the student's academic profile;
- c) courses included in the local programs of study and student activities appearing in the student's academic profile.

Teachers in every field of teaching at the secondary level shall be deemed to be capable of carrying out their duties with groups of students targeted by courses in programs not related to the teaching of a particular subject, such as the integrated project and the personal orientation project.

B) List and description of fields of teaching**Field 1²**

Instruction at the preschool, elementary and secondary levels for students with handicaps or social maladjustments or learning disabilities.

- a) Notwithstanding the foregoing, the teaching of a discipline to a group of students enrolled in temporary individualized paths for learning falls under the field of teaching to which the discipline belongs, unless the group is mainly or equally made up of students with learning or behavioural difficulties, students with severe behavioural difficulties associated with a psychosocial impairment, students handicapped due to mild motor impairments, organic impairments or language disorders, moderate to profound intellectual handicaps, severe developmental disorders or severe physical handicaps³.
- b) Moreover, the teaching of a technical discipline to a group of students enrolled in continuous individualized paths for learning falls under the field of teaching to which the discipline belongs, unless the group is mainly or equally made up of students with learning disabilities or students handicapped by a mild motor impairment, an organic impairment, a language disorder, a moderate to profound intellectual handicap, severe developmental disorders or a severe physical handicap³.

¹ Appendix I will be revised by the Provincial Advisory Committee in order to take into account the new curriculum and to address any problems related to the fields of teaching at the provincial level.

² Under the Regulation to amend the Basic school regulation for preschool, elementary and secondary education (2005) and to take into account the Québec Education Program, Field 1 shall be modified as of 2007-2008 to take into account, in particular, the new work-oriented training path, which replaces life skills and work skills education with preparation for employment and the Attestation of Vocational Education with preparation for a semi-skilled trade. The parties shall meet at the Provincial Advisory Committee in order to determine the changes to be made to Field 1 given the foregoing.

³ The board shall verify the composition of such a group no later than June 30 or on another date agreed upon by the board and the union. Any change made to the group after that date shall not affect the determination of the field of teaching.

- c) Notwithstanding the foregoing, the school board and the union which, in applying subparagraph c) of Field 1 of Appendix I of the 2000-2003 agreement, had agreed to maintain Field 1 as “preschool, elementary and secondary education of students with handicaps or social maladjustments or learning disabilities” may continue to apply what they had agreed, up until the effective date of the next agreement.
- d) The teaching of life skills and work skills education to a group of students in continuous individualized paths for learning shall be classified under the field of teaching to which the subject belongs, unless the group is made up of mainly or equally of students with learning disabilities or handicapped by a mild motor impairment, an organic impairment, a language disorder, a moderate to profound intellectual handicap, severe developmental disorders or a severe physical handicap¹.

Field 2

Instruction in preschool classes other than immersion classes.

Field 3

Teaching of FRENCH as a specialty (including teaching in preschool and elementary-level immersion classes) in preschool and elementary-level classes and teaching of general education courses in French as a second language at the secondary level.

Field 4

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

Field 5

Teaching of MUSIC as a specialty in preschool and elementary-level classes and teaching of general education courses in MUSIC at the secondary level.

Field 6

Teaching of VISUAL ARTS as a specialty in preschool and elementary-level classes and teaching of general education courses in VISUAL ARTS at the secondary level.

Field 7

Teaching in elementary-level classes other than that provided in fields 1, 3, 4, 5, 6 and 16.

Field 8

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

Field 9

Teaching of general education courses in science, in particular in SCIENCE AND TECHNOLOGY and APPLIED SCIENCE AND TECHNOLOGY at the secondary level.

Reference: clause 5-3.09

¹ The board shall verify the composition of such a group no later than June 30 or on another date agreed upon by the board and the union. Any change made to the group after that date shall not affect the determination of the field of teaching.

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, MORAL EDUCATION¹ and ETHICS AND RELIGIOUS CULTURE at the secondary level.

Field 12²

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

Field 13³

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

Field 14

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

Field 15

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

Field 16

Teaching of LANGUAGES OTHER than English and French at the elementary level as well as teaching of OTHER GENERAL EDUCATION COURSES at the secondary level not provided for in fields of teaching 3 to 6 and 8 to 15.

Field 17

Regular substitution.

¹ "Moral education" and "moral and religious education" will be replaced by "ethics and religious culture" as of July 1, 2008.

² Field 12 will be obsolete as of July 1, 2006.

³ Field 13 will be obsolete as of July 1, 2007.

APPENDIX II**GRADUAL INTRODUCTION TO PRESCHOOL**

After consultation of the union, the school board shall determine the conditions for a gradual two (2)-day introduction for preschool students, taking the characteristics of each school into account.

The above paragraph shall not prevent the school board from determining the conditions for a gradual introduction over more than two (2) days.

However, a gradual introduction shall not be necessary in cases in which the number of students in a group is less than half the average applicable under clause 8-8.02.

The parties agree to follow up on this appendix.

This appendix shall apply as of the 2006-2007 school year only.

APPENDIX III-A) CONTRACT OF ENGAGEMENT OF THE TEACHER-BY-THE-LESSON

CONTRACT OF ENGAGEMENT

between

_____ SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: _____ GIVEN NAME: _____

SEX: F M

hereinafter called the TEACHER.

The board and the teacher agree as follows:

I- OBLIGATIONS OF THE TEACHER

- A) The teacher hereby undertakes, for all legal purposes, to teach as a teacher-by-the-lesson in the schools of the board.
- B) The teacher undertakes to teach for the board according to the terms established hereinafter:
.....
- C) The teacher declares that he or she was born
in
(place)
on the
(year, month, day)
- D) The teacher agrees to comply with the law, with the regulations applicable to teachers in the employ of school boards, with the resolutions and regulations of the board not contrary to the provisions of the collective agreement, as well as with the collective agreement.
- E) The teacher undertakes to provide the board, without delay, with the information and documents necessary to establish his or her qualifications and experience.
- F) The teacher undertakes to provide the board, without delay, with all other information and certificates required by the board before the date of this contract.

Reference: clause 5-1.04

- G) It is the teacher's duty to comply with the regulations applicable to teachers in the employ of school boards and to carry out the duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The board undertakes to pay the salary and to grant the teacher all the benefits and privileges provided for in the collective agreement.

III- GENERAL PROVISIONS

- A) This contract of engagement takes effect on.....
and expires on
- B) The provisions of the collective agreement are an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed,

for the board:.....

.....

teacher:.....

(name)

.....

(address)

witness:.....

(name)

.....

(address)

Made at

this

APPENDIX III-B) CONTRACT OF ENGAGEMENT OF THE PART-TIME TEACHER

CONTRACT OF ENGAGEMENT

between

_____ SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: _____

GIVEN NAME: _____

SEX: F M

hereinafter called the TEACHER.

The board and the teacher agree as follows:

I- OBLIGATIONS OF THE TEACHER

- A) The teacher hereby undertakes, for all legal purposes, to teach as a part-time teacher in the schools of the board.
- B) The teacher undertakes to teach for the board according to the terms established hereinafter:
.....
- C) The teacher declares that he or she was born
in
(place)
on the
(year, month, day)
- D) The teacher agrees to comply with the law, with the regulations applicable to teachers in the employ of school boards, with the resolutions and regulations of the board not contrary to the provisions of the collective agreement, as well as with the collective agreement.
- E) The teacher undertakes to provide the board, without delay, with the information and documents necessary to establish his or her qualifications and experience.
- F) The teacher undertakes to provide the board, without delay, with all other information and certificates required by the board before the date of this contract.

Reference: clause 5-1.04

- G) It is the teacher's duty to comply with the regulations applicable to teachers in the employ of school boards and to carry out the duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The board undertakes to pay the salary and to grant the teacher all the benefits and privileges provided for in the collective agreement.

III- GENERAL PROVISIONS

- A) This contract of engagement takes effect on.....
and expires on or upon the occurrence of the following
event
- B) The provisions of the collective agreement are an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed,

for the board:

.....

teacher:
(name)
.....
(address)

witness:
(name)
.....
(address)

Made at

this

APPENDIX III-C) CONTRACT OF ENGAGEMENT OF THE FULL-TIME TEACHER**CONTRACT OF ENGAGEMENT**

between

_____ SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: _____

GIVEN NAME: _____

SEX: F M

hereinafter called the TEACHER.

The board and the teacher agree as follows:

I- OBLIGATIONS OF THE TEACHER

- A) The teacher hereby undertakes, for all legal purposes, to teach as a full-time teacher in the schools of the board for the school year beginning July 1, or to complete the said school year.
- B) The teacher declares that he or she was born
in
(place)
on the
(year, month, day)
- C) The teacher agrees to comply with the law, with the regulations applicable to teachers in the employ of school boards, with the resolutions and regulations of the board not contrary to the provisions of the collective agreement, as well as with the collective agreement.
- D) The teacher undertakes to provide the board, without delay, with the information and documents necessary to establish his or her qualifications and experience.
- E) The teacher undertakes to provide the board, without delay, with all other information and certificates required by the board before the date of this contract.
- F) It is the teacher's duty to comply with the regulations applicable to teachers in the employ of school boards and to carry out the duties and responsibilities stipulated therein.

Reference: clause 5-1.04

II- OBLIGATIONS OF THE BOARD

The board undertakes to pay the salary and to grant the teacher all the benefits and privileges provided for in the collective agreement.

III- GENERAL PROVISIONS

- A) This contract of engagement takes effect on.....
and expires on
- B) The provisions of the collective agreement are an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed,

for the board:

.....

teacher:

(name)

.....

(address)

witness:

(name)

.....

(address)

Made at

this

APPENDIX IV¹

SUPPORTING TEACHER

A1 1. Working conditions

The release time of a supporting teacher shall be no more than fifty percent (50%) of his or her workload to carry out his or her duties. He or she shall be deemed to belong to the field of teaching to which he or she belonged at the time of his or her appointment as a supporting teacher.

It is the school principal's responsibility to determine, with respect to the resources available at the school, the percentage of the supporting teacher's release time, taking into account the organization of the services at the school. Thus, it is the school principal's responsibility to assign the supporting teacher the different professional activities included in his or her workload, regardless of subclause D) of clause 8-6.03.

2. Appointment of a supporting teacher

The school board shall appoint a supporting teacher annually after consultation of the teaching team in question.

The position of supporting teacher includes two (2) aspects, namely, the duties of a teacher and of a supporting teacher.

3. Role and duties of the supporting teacher

3.1 With students experiencing difficulties, the supporting teacher shall:

- provide academic follow-up and support to at-risk students or students with social maladjustments or learning disabilities, in particular, students with behavioural difficulties;
- provide support and supervision to those students and help them in their efforts to find solutions to their problems.

3.2 With teachers at the school, the supporting teacher shall:

- cooperate with the teachers responsible for students with difficulties referred to him or her, paying special attention to new teachers.

3.3 With other professionals, the supporting teacher shall:

- cooperate with the other professionals who work with students: psychoeducators, psychologists, social workers, special education technicians, etc.

The supporting teacher shall carry out other duties involving assistance to students and teachers compatible with clause 8-2.01 (general duties) that may be assigned to him or her.

¹ This appendix shall take effect on February 1, 2006 for the sole purpose of the organization of the 2006-2007 school year.

APPENDIX V**ADAPTATIONS AT THE SCHOOL¹****I- OBJECTIVE SOUGHT**

To provide schools with the necessary leeway.

II- PRINCIPLES AND GUIDELINES

- 1) Enable the school to amend certain provisions of the agreement in order to better meet the school's needs and ensure student success.
- 2) Respect for the resources available at the school.
- 3) No impact on the level of enrollments, personnel movements or job security.
- 4) One (1)-year limited-time project to be evaluated at the end with diligence by teachers and the school principal. The evaluation shall be sent to the school board and the union as soon as possible before any renewal.
- 5) No precedent created.
- 6) The provisions of the agreement that may be amended at the school are:
 - a) article 8-6.00 with respect to the organization of the workload;
 - b) article 8-8.00 with respect to the rules for forming groups;
 - c) Appendix XVIII.
- 7) When amendments concern all the teachers in a school, they shall receive the consent of eighty percent (80%) of teachers. This provision may be amended upon agreement between the school board and the union.
- 8) When amendments concern only some teachers at the school, they shall receive the consent of all of the teachers concerned at the time the project is adopted.

III- PROCEDURE

- 1) Development of a proposal at the school by the principal and the teachers according to the procedure they deem appropriate; the proposal shall be sent to the school's participating body of teachers.
- 2) Adoption of the project by the school in accordance with item 7 or 8 of section II.
- 3) Obligation for the school to submit the proposed amendments to the school board and the union.
- 4) The school board and the union may, before making a decision, submit their comments to the school.

The school board and the union shall determine whether the amendments are consistent with the above principles and guidelines and, if so, the amendments shall be approved. If not, the reasons shall be provided in writing.

¹ Each time the term "school" is used, it includes the concept of "centre".

IV- STIPULATIONS NEGOTIATED AND AGREED UPON AT THE LOCAL LEVEL¹

- 1) The stipulations negotiated and agreed upon at the local level may also be amended by the school with the consent of the school board and the union in accordance with the following procedure:
 - a) a request to amend working conditions certified by the school principal and the school's participating body of teachers in accordance with Chapter 4-0.00 shall be sent to the school board and the union;

the request shall specify the reasons for such request and the clauses or articles to be amended or replaced;
 - b) the school board and the union shall have thirty (30) days² after receipt of the request to study it, discuss it with the school principal and the teachers involved, and submit, if applicable, any recommendation deemed appropriate to the school principal and the school's participating body of teachers;
 - c) then, the school board and the union shall agree, if applicable, on the amendment or replacement of the provisions in question, after having taken into account the request for amendment and the comments received;
 - d) the school board and the union may agree on another procedure.
- 2) If the school's proposal requiring an amendment to a stipulation negotiated and agreed upon at the local level does not receive the consent of the school board and the union, the reasons shall be specified in writing.

V- ADULT EDUCATION

This appendix shall also apply to adult education with the necessary changes.

VI- PROVINCIAL ADVISORY COMMITTEE

All problems of a provincial scope may be referred to the Provincial Advisory Committee.

¹ Including local arrangements.

² This period excludes the months of July and August and may be extended by the school board and the union.

APPENDIX VI MOVING EXPENSES

- 1) The provisions of this appendix aim to determine that to which a teacher who benefits from the reimbursement of his or her moving costs is entitled as moving expenses within the scope of relocation as provided for in articles 5-3.00 and 5-4.00 and in Appendix IX.
- 2) Moving shall be deemed necessary if it takes place and if the distance between the teacher's new place of work and his or her actual domicile is greater than sixty-five (65) kilometres.

Cost of transporting furniture and personal belongings

- 3) The board shall assume, upon presentation of supporting vouchers, the costs incurred for the transportation of the furniture and personal effects of the teacher concerned, including packing, unpacking and the cost of the insurance premium, or the costs of towing a mobile home, on the condition that he or she provide at least two (2) detailed quotations of the costs to be incurred in advance.
- 4) However, the board shall not pay the cost of transporting the teacher's personal vehicle unless the location of his or her new residence is inaccessible by road. Moreover, the cost of transporting a boat, canoe, etc., shall not be reimbursed by the board.

Storage

- 5) When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new residence, the board shall pay the costs of storing the teacher's furniture and personal effects and those of his or her dependents, for a period not exceeding two (2) months.

Concomitant moving expenses

- 6) The board shall pay a moving allowance of seven hundred and fifty dollars (\$750) to any teacher who maintains a dwelling in compensation for the concomitant moving expenses such as carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc., unless the teacher is assigned to a location where complete facilities are placed at his or her disposal by the board.

A teacher who is moved and who does not maintain a dwelling shall receive an allowance of two hundred dollars (\$200) from the school board.

Lease compensation

- 7) The teacher referred to in the first paragraph of this appendix shall also be entitled, if need be, to the following compensation: for the abandonment of a dwelling without a written lease, the board shall pay the equivalent of one (1) month's rent. If there is a lease, the board shall indemnify the teacher who must terminate his or her lease and for which the landlord demands compensation to a maximum period of three (3) months' rent. In both cases, the teacher must attest that the landlord's request is well-founded and must present supporting vouchers.
- 8) If the teacher chooses to sublet his or her dwelling himself or herself, reasonable costs for advertising the sublease shall be assumed by the board.

Reimbursement of expenses inherent to the sale or purchase of a house

- 9) The board shall pay, relative to the sale of the principal house-residence of the relocated teacher, the following expenses:
 - a) the real estate agent's fees, upon presentation of the contract with the real estate agent immediately after its signing, of the sales contract and the bill of the agent's fees;
 - b) the costs of notarized deeds chargeable to the teacher for the purchase of a house for the purpose of residence at his or her posting on the condition that the teacher be already the proprietor of his or her house at the time of his or her transfer and that the said house be sold;

- c) the payment of the penalty for breach of mortgage, if need be;
 - d) the payment of the proprietor's transfer tax, if need be.
- 10) When the house of the relocated teacher, although it has been put up for sale at a reasonable price, is not sold at the time when the teacher must enter a new agreement for lodging, the board shall not reimburse the costs for looking after the unsold house. However, in this case, upon presentation of supporting vouchers, the board shall reimburse the following expenses for a period not exceeding three (3) months:
- a) municipal and school taxes,
 - b) the interest on the mortgage,
 - c) the cost of the insurance premium.
- 11) In the case where a relocated teacher chooses not to sell his or her principal house-residence, he or she may benefit from the provisions of this paragraph in order to avoid a double financial burden to the teacher-owner due to the fact that his or her principal house-residence is not rented at the time when he or she must assume new obligations to dwell in the area of his or her posting. The board shall pay him or her, for the period during which his or her house is not rented, the amount of his or her new rent, up to a period of three (3) months, upon presentation of the leases. Moreover, the board shall reimburse him or her for the reasonable costs of advertisement and the costs of no more than two (2) trips incurred for the renting of his or her house, upon presentation of supporting vouchers and in accordance with the regulation concerning travel expenses in effect at the board.

Assignment and accommodation expenses

- 12) When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new residence, the board shall reimburse the teacher for the accommodation expenses for him or her and his or her dependents, in accordance with the regulation concerning travel expenses in effect at the board, for a period not exceeding two (2) weeks.
- 13) If the move is delayed, with the authorization of the board, or if the married teacher's dependents are not relocated immediately, the board shall assume the teacher's transportation costs up to five hundred (500) kilometres to visit them every two (2) weeks, if the distance to be covered is equal to or less than five hundred (500) kilometres round trip, and once a month if the distance to be covered exceeds five hundred (500) kilometres round trip, up to a maximum of sixteen hundred (1600) kilometres, the foregoing in accordance with the regulations concerning travel expenses in effect at the board.
- 14) The reimbursement of moving expenses provided for in this appendix shall be made within sixty (60) days of the teacher's presentation of supporting vouchers to the board that he or she is leaving.

APPENDIX VII**SUCCESSIVE RELOCATIONS**

The Ministère, the Fédération and the Association may set up a parity committee within sixty (60) days of the date of the coming into force of the agreement.

The committee shall be composed of four (4) members:

- one (1) representative of the Ministère;
- one (1) representative of the Fédération;
- two (2) representatives of the Association.

Committee's mandate:

- 1) To study the cases of teachers who would be relocated obligatorily for a second time under clause 5-3.23.
- 2) To make recommendations to the Provincial Placement Bureau concerning the aforementioned cases.

The Provincial Placement Bureau must apply the unanimous recommendations of the committee members that have been certified in writing and signed by each member.

APPENDIX VIII**LOAN OF SERVICE OF A TEACHER TO A COMMUNITY ORGANIZATION**

The following provisions apply to a teacher who benefits from a loan of service to a community organization in accordance with clause 5-4.05.

- 1) The teacher shall benefit, for the duration of the contract, from a leave without loss of salary, including premiums for regional disparities, if he or she continues to work in one of the sectors provided for in Chapter 12-0.00 of the agreement, under the terms and conditions of payment provided for in articles 6-8.00 and 6-9.00 of the agreement.
- 2) The provisions of Chapter 8-0.00 do not apply to the teacher for the duration of the contract; they shall be replaced by the provisions concerning the duties and responsibilities and the workload provided for within the organization for the group of employees to which he or she belongs. Overtime shall be paid by the organization.
- 3) Subject to the provisions of this appendix, the teacher shall be entitled, for the duration of the contract, to the benefits he or she would have under his or her agreement if he or she were actually working at his or her board.
- 4) The teacher or the board may terminate the contract upon a ten (10)-day written notice to the other party; in this case, the teacher shall return to his or her board.
- 5) Upon his or her return, the teacher shall be reintegrated into his or her field, discipline and school, subject to the provisions concerning movement of personnel.

APPENDIX IX EMPLOYMENT PREMIUM

The following provisions apply to the teacher who benefits from an employment premium in accordance with clause 5-4.06.

- 1) The board may decide to reimburse the teacher's moving expenses; if the board decides to do so, the teacher shall benefit from the provisions of articles 3) to 14) of Appendix VI.
- 2) The board shall pay the employer who engages the teacher an employment premium the amount of which is equal to the annual salary of the teacher at the time of his or her resignation. If it involves a teacher on availability, the annual salary shall be that he or she would receive had he or she not been on availability.

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

- 3) The teacher who leaves his or her new employment or whose engagement is cancelled before the termination of the payment of the employment premium provided for in article 2) must inform the board by registered mail within ten (10) days of the date of the break in his or her employment ties; he or she shall then be entitled to receive the balance of the twelve (12) installments provided for in article 2) that the board had not paid at the time it received the notice.

APPENDIX X

FEMINIZATION OF TEXTS

The rules for a nonsexist style of writing apply to the French text only.

APPENDIX XI**TEXT OF ARTICLE 8-9.00 OF THE 2000-2003 AGREEMENT
CONCERNING THE PROVISIONS CONCERNING STUDENTS
WITH HANDICAPS OR SOCIAL MALADJUSTMENTS OR
LEARNING DISABILITIES****8-9.00 PROVISIONS CONCERNING STUDENTS WITH HANDICAPS OR SOCIAL MALADJUSTMENTS OR
LEARNING DISABILITIES****8-9.01**

For the purpose of applying this article, the following definitions apply:

- a) Total integration refers to the process by which a student with a handicap or a social maladjustment or a learning disability is integrated into a regular group for all of his or her time in school.
- b) Partial integration refers to the process by which a student participates for a portion of his or her time in school in educational activities of a group of students with handicaps or social maladjustments or learning disabilities and is integrated for the remaining portion of his or her time into a regular group.

8-9.02

No later than June 1, the board shall identify, for the following year, within all its categories of personnel, the specialized resources available in the schools and board for services to students with handicaps or social maladjustments or learning disabilities and shall so inform the committee provided for in clause 8-9.04.

8-9.03

The board shall adopt a policy on the organization of special education services for students with handicaps or social maladjustments or learning disabilities. The policy must establish the terms and conditions for the integration as well as the support services for the integration.

The support services for the integration include support services for the student as well as for the teacher.

8-9.04

The board and the union shall set up an advisory committee of teachers for students with handicaps or social maladjustments or learning disabilities. The committee's mandate shall be:

- a) to give its view on the development of a policy on the organization of special education services for students with handicaps or social maladjustments or learning disabilities;
- b) to make recommendations concerning the implementation of this policy;
- c) to suggest the terms and conditions for integrating students and the support services for the integration.

If the board does not accept the recommendations made by the committee, it shall state its reasons to the committee in writing.

8-9.05

- A) Students identified as being handicapped or as having social maladjustments or learning disabilities may be integrated totally or partially into regular classes or grouped together in special classes in accordance with the policy on the organization of special education services for students with handicaps or social maladjustments or learning disabilities.

- B) When students with handicaps or social maladjustments or learning disabilities are integrated into regular classes or grouped together in special classes, the school administration shall provide the teacher concerned with information on these students within fifteen (15) working days of the beginning of the work year and, subsequently, within fifteen (15) working days of the integration or arrival of a student into a special class, provided that the information be available and that it be in the student's interest.

The preceding paragraph applies subject to the respect for persons and for the code of ethics.

- C) 1) For the purpose of applying the rules governing the formation of student groups, when students with handicaps or social maladjustments or learning disabilities are placed in regular classes, they shall be considered as belonging to the student category into which they are integrated.
- 2) In this case, the board shall provide support services to the teacher or, failing this, weight the students according to the provisions of Appendix XX; however, the policy may provide for support services and weighting.

As regards at-risk students, the preceding subparagraph applies only to students identified as at-risk students who exhibit learning delays as defined in Appendix XIX.

- 3) Notwithstanding paragraph 2), when at-risk students manifesting behavioural difficulties or students identified as having severe behavioural difficulties linked to psychosocial disturbances are placed in regular classes, the board shall provide support services to the teacher and the students shall be weighted according to the provisions of Appendix XX.
- 4) Subparagraphs 1), 2) and 3) do not apply to students with handicaps or social maladjustments or learning disabilities who are in temporary individualized paths for learning.
- D) Students identified as being handicapped or as having social maladjustments or learning disabilities shall so remain until such time as the committee provided for in clause 8-9.07 has had the opportunity to give its view on the review of his or her condition.
- E) On the date of the coming into force of the agreement, students with handicaps or social maladjustments or learning disabilities who were totally or partially integrated shall so remain until such time as the committee provided for in clause 8-9.07 has had the opportunity to give its view on the review of their condition. Moreover, students identified in one of the categories provided for in Appendix XIX shall so remain until such time as the committee has had the opportunity to give its view on the review of their condition.

8-9.06

When a teacher detects a student in his or her class who, in his or her opinion, demonstrates special social maladjustments or learning disabilities or shows signs of a mild motor impairment, an organic impairment, a language disorder, a moderate to profound intellectual handicap, a severe developmental disorder or a severe physical handicap, he or she shall report it to the school administration so that the case may be studied by the committee provided for in clause 8-9.07. This clause applies to both regular and special classes.

8-9.07

- A) Within fifteen (15) working days of receiving the teacher's report, the school principal shall set up an ad hoc committee to ensure that the case is studied and that the progress of a student with a handicap or a social maladjustment or a learning disability is monitored. The committee shall be made up of a representative of the school administration, the teacher or teachers concerned and, at the committee's request, a professional. The committee shall invite the parents to participate in the committee. However, the fact that the parents do not attend shall neither impede nor prevent the committee from carrying out its work. Specifically, the committee's mandate shall be:
- 1) to study each case submitted;
 - 2) to request, if the committee deems it necessary, the necessary evaluations from qualified personnel;

- 3) to receive, within thirty (30) days of the request, the evaluation report prescribed in the preceding subparagraph, if need be;
 - 4) to make recommendations to the school principal on a student's placement, his or her integration, if need be, and the support services to be provided to the student, as well as, where applicable, on the early intervention measures to be adopted with the student;
 - 5) to assist the principal in establishing an individualized education plan by making appropriate recommendations;
 - 6) to oversee the implementation of the measures adopted concerning the individualized education plan and the follow-up of the integration, if need be;
 - 7) where applicable, to resume the process provided for in the preceding subparagraphs 1) to 6) in order to give its view on the review of the condition and identification of a student with a handicap or a social maladjustment or a learning disability.
- B) The school's competent authority shall decide to implement or reject the recommendations made by virtue of subparagraph 4) of subclause A) within fifteen (15) days of the recommendations, unless particular circumstances prevent him or her from doing so.
- C) If the school's competent authority decides to adopt the measures made by virtue of subparagraph 4) of subclause A), the measures shall apply, as much as possible, within fifteen (15) days of the decision.
- D) If the school's competent authority decides not to accept the recommendations made by virtue of subparagraph 4) of subclause A), he or she shall state his or her reasons to the members of the committee within fifteen (15) days of the decision.
- E) The ad hoc committee may, at any time, use additional resources and, if it deems it necessary, meet with the student himself or herself.

8-9.08

The integration of students with handicaps or social maladjustments or learning disabilities shall only take place if the board has adopted a policy in this regard and the integration complies with such a policy.

APPENDIX XII**SPECIAL MEASURES CONCERNING MULTIGRADE CLASSES**

For all school boards in the education system:

- 1) The Ministère shall allocate \$1 million for the 2006-2007 school year, \$1.25 million for the 2007-2008 school year and \$1.5 million for the 2008-2009 school year as additional support measures for teachers assigned to multigrade classes.
- 2) The amounts allocated to each school board shall be devoted to teachers working with multigrade classes and cover, among other things, the purchase of materials, release time for the preparation of materials or training (at the discretion of the teachers concerned). These amounts shall be managed by the professional improvement committee provided for in Chapter 7-0.00 or by another committee agreed upon by the school board and the union.

APPENDIX XIII**SABBATICAL LEAVE WITH DEFERRED SALARY**

The following provisions apply to a teacher who benefits from a sabbatical leave with deferred salary 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 (2) years, three (3) years, four (4) years or five (5) years.
- b) This period is hereinafter called the "contract".
- c) The teacher must, following his or her leave, return to work at the board for a period of time at least equal to that of the leave. The teacher may return during or at the end of the contract.

2) Duration of the sabbatical leave and workload

- a) The sabbatical leave shall be for one school year or half a school year; in the latter case, the leave must be for at least six (6) consecutive months. This refers to the first one hundred (100) or the last one hundred (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 sabbatical leave is postponed, the leave must start no later than six (6) years from the date on which the salary began to be deferred.
- e) The sabbatical 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 thirty-three and one-third percent (33 1/3%) per calendar year.

Subject to the provisions of this appendix, the teacher shall be entitled for the duration of the contract and for each of the school years stipulated therein to the rights and benefits that he or she would have under the agreement if he or she were actually in the service of the board.

- a) During the sabbatical leave, the teacher shall not be entitled to any of the premiums or supplements prescribed in his or her agreement. For the remainder of the contract, the teacher shall be entitled, where applicable, to all of the premiums and supplements that are applicable to him or her.

- b) During the sabbatical leave, the teacher cannot receive any other remuneration from the board or from another person or company with which the board has ties than the amount corresponding to the percentage of his or her salary for the duration of the contract.
- c) Each of the school years referred to in the contract shall count as a period of service for the purpose of the four (4) pension plans currently in force (CSSP, RREGOP, TPP and PPCT).

4) Retirement, withdrawal or resignation of the teacher

In the event of the retirement, withdrawal¹ 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 sabbatical leave (salary paid in excess):

the teacher shall reimburse² the board, without interest, for the amount received during the leave according to the percentages determined in article 14) of this appendix; however, these percentages must be adjusted in order to take into account, where applicable, the exact term of the contract;
- b) the teacher has not taken a sabbatical leave (salary not paid):

for the term of the contract, the board shall reimburse the teacher, without interest, an amount equal to the difference between the salary to which he or she would have been entitled under the applicable agreement if the contract was not in force and the salary received under this appendix;
- c) the sabbatical leave is in progress:

the amount owing by one party or the other shall be calculated in the following manner:

amount received by the teacher during the leave minus the amounts already deducted from the teacher's salary by the application of article 3) of this appendix; if the result is negative, the board shall reimburse the amount to the teacher; if the result obtained is positive, the teacher shall reimburse² the amount to the board;
- d) for pension plans purposes, the rights recognized shall be those the teacher would have received had he or she never entered into the contract; thus, if the sabbatical leave was taken, the premiums paid during this leave shall be used to offset premiums unpaid for years worked in order to make up the differences in pension thus lost; however, the teacher may repurchase years of service lost, under the same conditions as those relating to a leave of absence without salary (two hundred percent (200%) under RREGOP and the PPCT and one hundred percent (100%) under the TPP and the CSSP).

In addition, if the sabbatical leave was not taken, the premiums required to recognize all the years worked shall be deducted from salary reimbursed to the teacher.

5) Dismissal of the teacher

In the event of the dismissal of the teacher, the contract shall terminate on the effective date of the dismissal. The provisions of article 4) apply.

6) Leave of absence without salary

For the duration of the contract, the total of one or more leaves of absence without salary may not exceed twelve (12) months. In this case, the duration of the contract shall be extended accordingly.

¹ In the case of a sabbatical leave for one (1) 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 sabbatical leave for half (1/2) a school year, no withdrawal shall be permitted between the thirtieth (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.

Should the total of one or more leaves of absence without salary exceed twelve (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.

8) Placement on availability of the teacher

In the event of the placement on availability of the teacher, this contract shall terminate on the date of the placement on availability and the provisions of article 4) apply. However, the board shall not make any monetary claim if the teacher is required to reimburse the board under 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 (1)-year leave, the effective date of the placement on availability coincides with the beginning of the year of the leave, but solely when the latter is taken during the last year of the contract.

9) Disability

- a) Disability develops before the leave is taken and still exists at the time when the leave is supposed to take place:

In this case, the teacher shall choose:

- 1) to continue to participate in the contract and defer the leave until such time as he or she is no longer disabled subject to paragraph d) of article 2). The teacher shall then be entitled to a salary insurance benefit based on the salary determined in the contract.

In the event that the disability still exists during the last year of the contract or the last half (1/2) year of the contract in the case of a leave for half (1/2) a year, 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 interruption, the teacher shall be entitled to a salary insurance benefit based on his or her regular salary;

- 2) to terminate the contract and thus receive the unpaid amounts as well as the salary insurance benefit based on his or her regular salary; these unpaid amounts shall be subject to the pension deductions.

- b) Disability develops during the sabbatical leave:

Disability shall be considered as beginning on the date the teacher returns to work and not during the sabbatical leave.

However, the teacher shall be entitled, during his or her sabbatical leave, to the salary determined in the contract. As of the date of his or her return to work, if he or she is still disabled, he or she shall be entitled to the salary insurance benefit specified in the agreement as long as he or she is covered by a contract. The salary insurance benefit shall be based on the salary determined in the contract. Should the teacher still be disabled at the expiry of the contract, he or she shall then receive a salary insurance benefit based on his or her regular salary.

- c) Disability develops after the teacher has taken his or her sabbatical 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 (2) years:

During the first two (2) years, the teacher shall be treated in the manner prescribed previously. At the end of these two (2) years, the contract shall terminate and:

- 1) if the teacher has already taken his or her sabbatical leave, the salary paid in excess shall not be payable and pension rights shall be recognized in full (1.00 year of service per year of participation in the contract);
- 2) if the teacher has not already taken his or her sabbatical leave, the unpaid salary shall be reimbursed (without interest) without being subject to pension deductions. In addition, any disability pension to which he or she is entitled under his or her pension plan shall be paid immediately.

10) Death of the teacher

In the event of the teacher's death during the contract, the latter shall terminate on the date of the death and the provisions stipulated in subparagraphs 1) and 2) of paragraph d) of article 9) apply.

11) Maternity leave (21 weeks or 20 weeks), leave for adoption (10 weeks)

- a) The sabbatical leave cannot be interrupted for a maternity leave or a leave for adoption.
- b) The leave takes place before and terminates before the sabbatical leave or takes place after the sabbatical leave;

the contract shall be interrupted for the duration of the maternity leave or the leave for adoption and shall be extended accordingly following its termination; during the interruption, the provisions of the agreement concerning maternity leaves or leaves for adoption apply.

- c) The leave takes place before the sabbatical leave and is still taking place at the beginning of the sabbatical leave;

in this case, the teacher shall choose:

- 1) to defer the sabbatical 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 have precedence.

13) Percentages of salary

- a) For a half-year leave:

- a two (2)-year contract: 75% of the salary;
- a three (3)-year contract: 83.34% of the salary;
- a four (4)-year contract: 87.5% of the salary;
- a five (5)-year contract: 90% of the salary.

- b) For a one-year leave:

- a three (3)-year contract: 66.66% of the salary;

- a four (4)-year contract: 75% of the salary;
- a five (5)-year contract: 80% of the salary.

14) Reimbursement

a) Half-year leave:

1) For a two (2)-year contract:

- after one hundred (100) days of implementation of the contract: 100% of the amount received;
- after one (1) year of implementation of the contract: 66.66% of the amount received.

2) For a three (3)-year contract:

- after one hundred (100) days of implementation of the contract: 100% of the amount received;
- after one (1) year of implementation of the contract: 80% of the amount received;
- after two (2) years of implementation of the contract: 40% of the amount received.

3) For a four (4)-year contract:

- after one hundred (100) days of implementation of the contract: 100% of the amount received;
- after one (1) year of implementation of the contract: 85.71% of the amount received;
- after two (2) years of implementation of the contract: 57.14% of the amount received;
- after three (3) years of implementation of the contract: 28.57% of the amount received.

4) For a five (5)-year contract:

- after one hundred (100) days of implementation of the contract: 100% of the amount received;
- after one (1) year of implementation of the contract: 88.88% of the amount received;
- after two (2) years of implementation of the contract: 66.66% of the amount received;
- after three (3) years of implementation of the contract: 44.44% of the amount received;
- after four (4) years of implementation of the contract: 22.22% of the amount received.

b) One-year leave:

1) For a three (3)-year contract:

- after one (1) year of implementation of the contract: 100% of the amount received;
- after two (2) years of implementation of the contract: 50% of the amount received.

- 2) For a four (4)-year contract:
 - after one (1) year of implementation of the contract: 100% of the amount received;
 - after two (2) years of implementation of the contract: 66.66% of the amount received;
 - after three (3) years of implementation of the contract: 33.33% of the amount received.
- 3) For a five (5)-year contract:
 - after one (1) year of implementation of the contract: 100% of the amount received;
 - after two (2) years of implementation of the contract: 75% of the amount received;
 - after three (3) years of implementation of the contract: 50% of the amount received;
 - after four (4) years of implementation of the contract: 25% of the amount received.

**APPENDIX XIV EVALUATION RULES PRESCRIBED IN THE *MANUEL
D'ÉVALUATION DE LA SCOLARITÉ***

Any changes will not lessen the value recognized by the evaluation rules in the *Manuel d'évaluation de la scolarité* in effect on the date of the coming into force of the agreement.

Moreover, no teacher shall be issued an official attestation of schooling lower than the one he or she already has as a result of a change in the rules contained in the *Manuel*.

APPENDIX XV

RETROACTIVE MONETARY ADJUSTMENT RESULTING FROM AN OFFICIAL ATTESTATION OF SCHOOLING

- A) The Ministère and the Fédération shall issue an administrative directive to the school boards specifying the payment within ninety (90) days, if this has not already been done, to the teacher in the employ of a board between July 1, 1968 and June 30, 2003, with or without employment ties with that board since July 1, 2003, of the amounts that would be owing to him or her, subject to other obligations to pay contained in the collective agreements then applicable, if the board had used the official attestation of the status of his or her schooling for classification purposes, or the official attestation resulting from a decision made by the Revision Committee or from a change in the rules of the *Manuel d'évaluation de la scolarité*.
- B) 1- Section A of this appendix does not apply to teachers whose schooling was changed solely as a result of the application of the settlement agreement on the action in nullity¹, with the exception of those teachers involved in the action in nullity.
- 2- The second dash of the last paragraph of clause 6-1.03 does not apply to a modified rule added to the *Manuel d'évaluation de la scolarité* under the terms of the settlement agreement on the action in nullity. However, it does apply to the teachers referred to in this agreement, namely:
- a) the teachers involved in the action in nullity;
 - b) the teachers whose request for revision was entered on the Revision Committee's roll on September 23, 1992 and as of that date;
 - c) the teachers affected by the issue of an attestation of schooling as of the date of the signing of the settlement agreement on the action in nullity.

The salaral or financial retroactivity applicable to the teachers referred to in preceding subparagraphs b) and c) cannot have any effect prior to August 22, 1991.

Reference: clause 6-2.07

¹ P.G. du Québec c. comité de révision de la scolarité des enseignants et al., N° 200-05-003705-923.

APPENDIX XVI**SUPPORT AND SUPERVISION OF STUDENT TEACHERS****I- General principles**

A teacher who accepts the responsibility of providing support and supervision to a student teacher contributes to the training of the future members of the teaching profession. Acceptance of this responsibility is recognized as an individual contribution on behalf of all the teachers with regard to those entering the profession.

In recognition of such an important contribution on the part of teachers and in order to provide the necessary support to student teachers in the school and class, the parties agree as follows:

- 1- the participation of teachers in this program shall be on a voluntary basis;
- 2- the recognition of the time and effort devoted to the training of future teachers requires appropriate compensation;
- 3- the fact that a school board or school hosts a student teacher must not have the effect of reducing the number of teachers or increasing the workload of those teachers not involved in the program. Moreover, a student teacher may not be called upon to work as a substitute teacher.

II- Local arrangement

In light of this context and in keeping with the orientations of the Ministère, the board and the union agree on the provisions relating to the support and supervision provided to student teachers, particularly with regard to:

- the duties and responsibilities inherent to the cooperating teacher's role;
- the compensation received by cooperating teachers;
- the amounts allocated for the support and supervision provided to student teachers.

III- Information to be provided to union

The board shall provide the union with pertinent information relating to the hosting of student teachers, particularly with regard to the agreements reached with the universities.

Moreover, the board shall also inform the union, on a yearly basis, of the amounts allocated and the use thereof for the purposes of providing support and supervision to student teachers.

APPENDIX XVII

CALCULATION OF YEARS OF EXPERIENCE

Examples of the application of clause 6-4.03

I-

		Years of experience	Experience steps
Teacher X is currently paid at		0	1
After 90 days		1	2
+ After $\frac{45 +}{(135)}$ 90 days		2	3
After $\frac{45 +}{(135)}$ 90 days		3	4
After $\frac{45 +}{(135)}$ 90 days		4	5
After one year full-time	+ (6-4.02)	5	6
After part-time, by-the-lesson or casual supply teacher	$\frac{45 +}{(135)}$ 90 days	6	7

II-

School year	Workdays credited			Use of days for the purpose of calculating experience ¹			Balance after use	Number of years of experience recognized
	Balance transferred	Days worked	Total	45	90	45		
A	-	10	10	-	-	-	10	-
B	10	115	125	-	90	-	35	1
C	35	120	155	45	90	-	20	2
D	20	170	190	45	90	45	10	3
E	-	125	125	-	90	-	35	4
F	35	80	115	45	-	-	70	4
G	70	65	135	-	90	45	-	5

Reference: clause 6-4.03

¹ Days credited shall be used only if they are equal to or greater than forty-five (45) or ninety (90), as the case may be, by blocks of forty-five (45) or ninety (90).

APPENDIX XVIII¹

COMPENSATION FOR EXCEEDING THE MAXIMUM NUMBER OF STUDENTS PER GROUP

- A) For each group in which the number of students exceeds the maximum provided for in article 8-8.00, the teacher concerned shall be entitled, subject to articles 5-10.00 and 5-13.00, to the amount of compensation C defined as follows for each portion of the school calendar to which it applies:

$$C = \frac{27 \times N}{\text{Average}} \times D \times \$1.20$$

where:

N equals the number of students in excess of the maximum provided for this group weighted according to the following formula: the first student who exceeds the maximum shall count as 1 student, the second student who exceeds the maximum shall count as 1.25 students and any other student who exceeds the maximum shall count as 1.5 students.

Average equals the average determined in article 8-8.00 for this type of students.

D equals the teaching time assumed for the student group by the teacher during a given portion of the school calendar.

Such time is expressed in the number of hours at the preschool and elementary levels and in the number of fifty (50)-minute periods or the equivalent in secondary-level general education or vocational education multiplied by the number of teaching days during the school calendar for which the excess situation exists divided by five (5).

(Example: 22 periods of 45 minutes = 19.8 periods of 50 minutes)

- B) The annual compensation to which the teacher is entitled shall be limited to:

- \$1 752 for the first student who exceeds the maximum prescribed;
- \$2 190 for the second student who exceeds the maximum prescribed;
- \$2 628 for any other student who exceeds the maximum prescribed.

EXAMPLE

A teacher at the secondary level has a group of 36 students (the maximum of which is 32) for 5 periods of 50 minutes throughout the entire school year.

$$C = \frac{27 \times N}{\text{Average}} \times D \times \$1.20$$

N = 5.25 because in this case, there are 4 students who exceed the maximum prescribed (36-32):

(1 st student =	1
2 nd student =	1.25
3 rd student =	1.50
4 th student =	<u>1.50</u>
Total =	5.25)

Average = 30

D = 5 X $\frac{180}{5}$ if the number of teaching days prescribed in the school calendar is one hundred and eighty (180).

$$C = \frac{27 \times 5.25}{30} \times 5 \times \frac{180}{5} \times \$1.20 = \$1\,020.60$$

¹ For the portion of the school calendar prior to February 1, 2006, Appendix XVIII of the 2000-2003 agreement shall continue to apply.

APPENDIX XIX¹**AT-RISK STUDENTS AND STUDENTS WITH HANDICAPS OR SOCIAL MALADJUSTMENTS OR LEARNING DISABILITIES**

This appendix is intended to provide guidance to the board and to those involved in intervention efforts.

I) At-risk students

At-risk students are preschool, elementary or secondary school students who display characteristics likely to affect their learning or behaviour that will place them in a vulnerable situation, particularly, with respect to academic failure or their socialization, without immediate intervention.

Particular attention must be devoted to at-risk students in order to determine the preventive and remedial measures required.

At-risk students are not included in the definition of "students with handicaps or social maladjustments or learning disabilities".

II) Definitions

For the purposes of applying the agreement, the Ministère shall adopt the following definitions concerning students with handicaps or social maladjustments or learning disabilities.

A) Students with social maladjustments or learning disabilities**1) Students with behavioural difficulties**

A student is deemed to have behavioural difficulties when a psychosocial assessment, carried out by qualified personnel in conjunction with other concerned individuals relying on observation and systematic analysis techniques, shows that he or she has a marked inability to adapt manifested by significant difficulties in interacting with one or more elements that make up his or her social, family or school environment.

These difficulties may involve:

- overactive behaviour in relation to environmental stimuli (e.g. unjustified verbal abuse, acts of aggression, intimidation or destructiveness, a constant refusal to accept needed help and support...);
- underactive behaviour in relation to environmental stimuli (e.g. excessive fear shown towards people and new situations, abnormal passivity, dependence, withdrawal...).

Difficulty in interacting with the environment is deemed significant, that is, as requiring special education services, if it hinders the development of the student in question or that of others despite the fact that the usual support measures have been provided.

A student with behavioural difficulties often exhibits learning difficulties because he or she has a limited ability to persevere in the task at hand or a low level of attention and concentration.

2) Students with severe behavioural difficulties linked to psychosocial disturbances

Students with severe behavioural difficulties linked to psychosocial disturbances are students whose overall functioning, through an evaluation carried out by a multidisciplinary team, including a specialist from student services, using systematic observation techniques and standardized tests shows that the student displays:

- aggressive or destructive behaviour of an antisocial nature that has manifested itself frequently over several years;
- repetitive and persistent behaviour that significantly violates other students' rights or the social rules appropriate for an age group and which takes the form of verbal or physical aggression, irresponsible behaviour and the constant challenging of authority.

¹ This appendix shall apply as of the 2006-2007 school year only. For all periods prior to the 2006-2007 school year, Appendix XIX of the 2000-2003 agreement shall continue to apply.

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 (2) 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 disabilities

a) Elementary level

A student is deemed to have learning disabilities 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 disabilities 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 (R.S.Q., c. 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 (R.S.Q., c. E-20.1). According to the Act, a "handicapped person" is defined as follows: "a person with a deficiency causing a significant and persistent disability, who is liable to encounter barriers in performing everyday activities".

The definitions of students described in this document allow for the recognition, as handicapped, of students referred to in the following subclauses B.1, B.2 and B.3 who meet the following three (3) conditions:

- 1) a handicap has been diagnosed by a qualified person;
- 2) they have disabilities that limit or prevent their participation in educational services;
- 3) they need support in order to function at school.

The individualized education plan must take into account the diagnoses, which often clarify the origin of the student's limitations and disabilities as well as his or her needs and abilities in order to identify the appropriate educational services.

Students with multiple handicaps or difficulties shall be recognized according to the definition that corresponds most closely to their characteristics and their principal limitations.

B.1 Students with mild motor impairments, organic impairments or language disorders

1.1 Mild motor impairments or organic impairments

1.1.1 Mild motor impairments

Students are deemed to have a mild motor impairment when a neuromotor examination carried out by a qualified person shows that they have one or more nervous, muscular or osteoarticular disorders.

Students are considered "handicapped by a mild motor impairment" when an evaluation of their level of functioning shows that, even with technological aids, they have one or more of the following characteristics:

- difficulty accomplishing tasks involving grasping (manual dexterity);
- difficulty accomplishing daily activities (personal hygiene, eating);
- limitations in mobility hindering their ability to get around.

These difficulties or limitations may be accompanied by difficulty in learning to communicate.

These characteristics necessitate special training and periodic support at school.

1.1.2 Organic impairments

An organic impairment is diagnosed when a medical assessment and an evaluation of the level of functioning shows that one or more of a student's vital systems (e.g. respiratory, circulatory, genito-urinary system) are affected by problems resulting in permanent organic disorders and have a serious impact on the student's ability to function in school.

An organic impairment is recognized as having a serious impact on a student's ability to function in school when the functional disorders that have been diagnosed involve the following characteristics:

- special care has to be integrated into the student's daily schedule (frequent medication, insulin and monitoring, a nurse);
- the student has difficulty with the programs of study because of medical treatment (reduced concentration, persistent pain, anxiety, reduced hours of school attendance);
- the student's access to certain places may be restricted by the nature of the disease;
- frequent absences, sometimes for prolonged periods, lead to academic delays.

An organic impairment is recognized as having a serious impact on a student's ability to function in school when it is necessary to integrate special teaching methods and special care into the student's daily schedule.

1.2 Language disorders

Students with language disorders are students whose overall functioning, through an evaluation carried out by a multidisciplinary team of specialists using systematic observation techniques and appropriate tests, leads to a diagnosis of severe dysphasia.

Severe dysphasia: A serious and persistent language development disorder significantly limiting verbal interactions, socialization and learning at school.

Students are considered handicapped when the evaluation of their level of functioning indicates:

- marked difficulties in the following areas:
 - . language evolution;
 - . verbal expression;
 - . cognitive verbal abilities;
- moderate to severe difficulties in the area of:
 - . verbal comprehension.

The persistence and severity of the disorder is such that it prevents the student from carrying out school tasks normally suggested to students of the same age.

Therefore, the student requires services and an adapted pedagogy.

1.2.1 Serious language disorders

For the sole purpose of applying article 8-8.00, a language disorder is qualified as serious when it involves pure word deafness, semantic-pragmatic disorder or congenital or developmental aphasia, the evaluation of which, conducted by a multidisciplinary team, reveals profound difficulties in the area of verbal comprehension and major difficulties in the area of verbal expression.

B.2 Students with moderate to profound intellectual handicaps or profound developmental disorders

2.1 Moderate to profound intellectual handicaps

Students with moderate to profound intellectual handicaps are students whose cognitive functions, evaluated by a multidisciplinary team using standardized tests, show a level of general functioning that is clearly below average, as well as impaired adaptive behaviour appearing from the beginning of the development period.

2.1.1 Moderate to profound intellectual handicaps

An intellectual handicap is qualified as "moderate to profound" when an evaluation of the student's level of functioning shows that a student displays:

- limitations in the area of cognitive development restricting the ability to learn with respect to certain objectives of the regular programs of studies and requiring an adapted pedagogy or program;
- limited functional abilities in the area of personal and social autonomy resulting in a need for assistance in new activities or a need for instruction in basic autonomy;
- more or less marked difficulties in sensory, motor and communication development, making adapted intervention necessary in those areas.

An intellectual or development quotient of between 20-25 and 50-55 is usually considered to denote a moderate to profound intellectual handicap. The results of standard cognitive functioning tests can be translated into a development quotient by means of the following formula:

$$\text{development quotient} = \frac{100 \times \text{developmental age}}{\text{chronological age}}$$

2.1.2 Profound intellectual handicaps

An intellectual handicap is qualified as "profound" when an evaluation of the student's level of functioning shows that a student displays:

- major limitations in the area of cognitive development making it impossible to achieve the objectives of the regular programs of studies and requiring the use of an adapted program;
- limited perception, motor and communication skills, requiring individualized methods of evaluation and stimulation;
- very low functional abilities in the area of personal and social autonomy, resulting in a constant need for support and supervision to accomplish daily school tasks.

The evaluation of the student's level of functioning may also show that the student displays related impairments, such as physical disabilities and sensorial impairments, as well as neurological and psychological disorders and an increased propensity to contract various diseases.

A development quotient below 20-25 is usually considered to denote a profound intellectual handicap. The results of standard cognitive functioning tests can be translated into a development quotient by means of the following formula:

$$\text{development quotient} = \frac{100 \times \text{developmental age}}{\text{chronological age}}$$

2.2 Pervasive developmental disorders

Students with pervasive developmental disorders are students whose overall functioning, through an evaluation carried out by a multidisciplinary team of specialists using systematic observation techniques and standardized tests in accordance with the diagnoses criteria of the DSM-IV¹, leads to one of the following diagnoses:

Autistic disorder: a set of dysfunctions appearing at an early age and characterized by development that is clearly abnormal or lacking in social interaction and communication and by a markedly restricted, repetitive and stereotyped repertoire of activities, interests and behaviour.

Autism is demonstrated through several of the following specific limitations:

- an inability to make friends, significant problems integrating into a group;
- an inability to understand concepts and abstract ideas and a limited comprehension of words and gestures;
- special language and communication problems, such as the absence of language, echolalia and pronoun reversals;
- behavioural problems such as hyperactivity, abnormal passivity, fits, fearfulness in ordinary situations or a lack of fear in dangerous situations;
- mannerisms, stereotyped and repetitive gestures.

Rett syndrome, childhood disintegrative disorder, Asperger syndrome or a non-specific pervasive developmental disorder are also considered profound developmental disorders.

The evaluation of the overall functioning of the student must also conclude that the disorder is of such severity that it prevents the student from accomplishing normal tasks, according to age and school environment, without continuous support.

2.3 Psychopathological disorders

Students with psychopathological disorders are students whose overall functional evaluation, carried out by a team of multidisciplinary specialists using systematic observation techniques and standardized tests, leads to the diagnosis of:

A psychic impairment that appears through a distortion in several areas of development, particularly in the area of cognitive development.

The disorders in question include several of the following characteristics:

- disorganized behaviour, episodes of serious disturbance;
- extreme emotional distress, extreme confusion;
- distortion of reality, delirium and hallucinations.

The evaluation of the overall functioning of the student must also conclude that the developmental disorders entail marked difficulties in adapting to school life.

The developmental disorders considered here are such severity that they prevent the students from carrying out tasks that would normally be appropriate for their age and school environment, without continuous support.

¹ Diagnostic and Statistical Manual of Mental Disorders

2.4 Atypical disorders

Students with atypical disorders are students whose overall functioning, through an evaluation carried out by a multidisciplinary team of specialists, shows that they have characteristics or limitations that do not correspond to any of the categories established by the Ministère for its annual September 30 declaration of enrollments.

These diagnoses are very unusual. However, the students' limitations are of such severity that they prevent the students from accomplishing normal tasks, according to age and school environment, without continuous support.

B.3 Students with profound physical handicaps

3.1 Profound motor impairments

Students are deemed to have a profound motor impairment when a neuromotor examination, carried out by a medical specialist, indicates one or more nervous, muscular or osteoarticular disorders.

Students are deemed "handicapped by a profound motor impairment" when an evaluation of their level of functioning shows that, even with technical aids, they display one or more of the following characteristics:

- profound functional limitations that may necessitate special training and regular assistance in performing daily activities;
- profound limitations in mobility (motility and locomotion) necessitating special assistance in motor development as well as an aide or highly specialized equipment to help them move around.

These limitations may be accompanied by serious limitations with respect to communication necessitating the use of alternate means of communication.

These limitations necessitate special training and continuous assistance.

3.2 Visual impairments

Students are deemed visually impaired when an eye test carried out by a qualified specialist determines that each eye has a visual acuity of no more than 6/21 or a visual field of less than 60° in the 90° and 180° meridians, with correction by means of appropriate ophthalmic lenses other than special optical devices and supplements of more than + 4,00 dioptries.

Students are deemed visually handicapped when an evaluation of their level of functioning shows that, even with technical assistance, they display one or more of the following characteristics:

- limitations with respect to communication resulting in:
 - . the need for specialized material (high-quality printed matter, sometimes in the form of large-print text, for the functionally sighted; material in Braille and recordings for the functionally blind);
 - . the need for exercises and periodic supervision when using specialized mechanical or electronic devices or specialized instructional material;
 - . the need to learn and use alternate codes in order to read and write (for the functionally blind);
 - . the need for an adapted pedagogy to facilitate comprehension of certain concepts;
- limitations with respect to participation in everyday activities necessitating special exercises, the adaptation of teaching and periodic assistance;
- limitations with respect to mobility requiring special exercise, the adaptation of teaching and periodic assistance.

3.3 Hearing impairments

Students are deemed hearing impaired when a standard audiometric examination administered by a specialist reveals an average hearing threshold greater than 25 decibels for pure tone stimuli of 500, 1000 and 2000 hertz, in the better ear.

Testing must also take into account auditory discrimination and sound tolerance threshold.

Students are deemed handicapped by a hearing impairment when an evaluation of their level of functioning shows that even with technical assistance, they display one or more of the following characteristics:

- limitations in learning and verbal communication resulting in the need for:
 - . specialized techniques for learning verbal language;
 - . alternate means of communication (lip reading, sign language, etc.);
 - . interpreters;
- problems in cognitive development (in concept formation) and in oral language development resulting in the need for:
 - . special teaching methods;
 - . supplementary instruction to enable the student to overcome learning delays.

APPENDIX XX

**ESTABLISHMENT OF THE MAXIMUM NUMBER OF STUDENTS
IN A GROUP IN WHICH STUDENTS WITH HANDICAPS OR
SOCIAL MALADJUSTMENTS OR LEARNING DISABILITIES ARE
INTEGRATED**

For the purpose of weighting integrated students, the board shall apply a weighting factor to integrated students according to the following formula:

$$F = \frac{MI}{M}$$

where

- F is the weighting factor;
- MI is the maximum provided for in article 8-8.00 for the group into which the student is integrated;
- M is the maximum provided for in article 8-8.00 for the type of students with handicaps or social maladjustments or learning disabilities to which the integrated student belongs.

If the result of the application of this formula for a given student is negative, the weighting factor shall not be taken into account.

If the product of the number of students thus weighted results in a fraction, the following shall occur: if the fraction is less than 0.5, it is not taken into account; if the fraction is equal to or greater than 0.5, it is rounded off to the next whole number.

EXAMPLE:

Two (2) students at the secondary level with learning difficulties are integrated into a general education course with thirty (30) students before the integration.

Maximum of the group into which the two (2) students have been integrated is 32.

Maximum of the type to which the two (2) students belong is 20.

Weighting factor: $\frac{32}{20} = 1.6$

Number of students integrated: $2 \times 1.6 = 3.2 = 3$

Total number of students for purposes of establishing the maximum of the group:

$30 + 3 = 33$

In this case, the number of students exceeds the maximum prescribed (32) by one (1) student and the teacher is therefore entitled to the compensation prescribed in clause 8-8.01.

APPENDIX XXI

ESTABLISHMENT OF THE MAXIMUM AND AVERAGE NUMBER OF STUDENTS IN A GROUP OF STUDENTS WITH HANDICAPS OR STUDENTS WITH SOCIAL MALADJUSTMENTS OR LEARNING DISABILITIES INCLUDING STUDENTS OF DIFFERENT TYPES

The maximum number of students in this group shall be established as follows:

- a) the number of students of each type is divided by the maximum number of students per group for this type of students;
- b) the quotients thus obtained are added up;
- c) the total number of students in the group is divided by the total of all the quotients thus obtained;
- d) the new quotient thus obtained is the maximum; if the fraction is less than 0.5, it is dropped; if the fraction is equal to or greater than 0.5, it is rounded off to the next whole number.

The average shall be obtained by subtracting two (2) from the maximum.

This method of calculation also applies to a group of students in temporary individualized paths for learning including one or several students of one type or different types of students with handicaps or students with social maladjustments or learning disabilities including, in the calculation, students referred to in paragraph 3) of subclause A) of clause 8-8.04.

EXAMPLE:

At the secondary level, a group of eighteen (18) students is made up as follows:

Number of students	Type	Maximum
10	Students with learning disabilities	20
5	Students with behavioural disorders	14
3	Students handicapped by a severe motor impairment	11

$$\frac{18}{10/20 + 5/14 + 3/11} = 15.93$$

Maximum: 16

Average: 14

Maximum is exceeded by 2.

APPENDIX XXII¹**SPECIALIZED CLASSES AND INDIVIDUALIZED PATHS FOR LEARNING**

Specialized classes and individualized paths for learning are methods of organizing teaching that can help meet the needs of certain students in order to ensure academic success.

An individualized path for learning is a method of organizing teaching for secondary school students with learning delays that compromise, at least for a time, the student's academic success in a regular class and thus requires special measures.

Depending on the severity and nature of the student's needs, he or she is enrolled in a temporary or continuous individualized path for learning:

- a) a temporary individualized path for learning is an individualized path for learning aimed at integration into a regular path, with a view to obtaining a secondary school diploma or a diploma of vocational studies;
- b) a continuous individualized path for learning is a path aimed at the student's integration into a program of study more likely to meet his or her interests, needs and abilities, for example, a program in the work-oriented training path.

¹ This appendix shall apply as of the 2006-2007 school year only. For all periods prior to the 2006-2007 school year, Appendix XXII of the 2000-2003 agreement shall continue to apply.

**APPENDIX XXIII DURATION OF PRESENCE OF STUDENTS AT THE
ELEMENTARY LEVEL**

At the elementary level, the weekly difference between the maximum average time to be devoted to the presentation of courses and lessons as well as to student activities within the students' timetable and the time during which the students are present for these same courses, lessons and student activities shall be at least three (3)¹ hours.

¹ Read 4.5 as of the 2006-2007 school year.

APPENDIX XXIV**SMALL SCHOOLS**

The Ministère, through the budgetary rules, ensures to the school boards where there are small schools resources equivalent to those allocated under Appendix XIX of the 1983-1985 collective agreement, by taking into account the data concerning the workload and the changes in student population.

APPENDIX XXV

AGREEMENT ON EDUCATIONAL SUCCESS

Given the importance of investing in the educational success of students;

Given that studies reveal the importance of early intervention in preschool and at the beginning of elementary school;

Given the new policy on students with handicaps or with social maladjustments or learning disabilities (students with special needs);

Given the provisions of this agreement;

Given the decision of the Minister of Education announced December 21, 1999 to add teaching resources;

Given the need to assess this investment program;

The parties agree as follows:

- 1) For the duration of the agreement, the following rules respecting the formation of student groups apply:

School year	Students	Av.	Max.
As of 2000-2001	Preschool, 5-year-olds - in economically disadvantaged areas	18	20
As of 2001-2002	Preschool, 5-year-olds	18	20
As of 2002-2003	Grade 1, elementary school - in economically disadvantaged areas	18	20
	Grade 1, elementary school - elsewhere than in economically disadvantaged areas	20	22
As of 2003-2004	Grade 2, elementary school - in economically disadvantaged areas	18	20
	Grade 2, elementary school - elsewhere than in economically disadvantaged areas	22	24

- 2) The Ministère, in collaboration with the school boards, shall evaluate from time to time the results obtained. During the 2008-2009 school year, the final evaluation report including recommendations shall be submitted to the school boards and the union group.
- 3) The parties shall meet to analyze the results and discuss appropriate measures. The final evaluation of the results obtained shall enable the Ministère to decide whether, as of the effective date of the next agreement, to extend the above measures with or without changes.
- 4) During the implementation of the program, the rules respecting the formation of groups prevail over those prescribed in the second paragraph of subclause A) of clause 8-8.02 and the first and second paragraphs of subclause A) of clause 8-8.03.

APPENDIX XXVI

**EXCERPT FROM THE REGULATION DEFINING WHAT
CONSTITUTES A PEDAGOGICAL OR EDUCATIONAL FUNCTION
FOR PURPOSES OF THE EDUCATION ACT (R.S.Q., C. I-14) (IN
EFFECT ON JUNE 30, 1989)**

- 1) The following constitute a pedagogical or educational position:
 - a) a full-time teaching position; or
 - b) any full-time consulting, animation, coordinating or management position related directly to the administration of teaching programs, the pedagogical organization of schools, the academic or personal training of students or teachers, parapedagogical activities or personal services to students.¹

Reference: clause 6-4.02

¹ O.C. 1417-70, (1970) 102 G.O., 2141

APPENDIX XXVII OUTINGS FOR CERTAIN TEACHERS OF THE LITTORAL SCHOOL BOARD

- 1) In accordance with the terms and conditions provided for in clauses 12-4.02 and 12-5.01 of the agreement, the Littoral School Board shall pay directly or reimburse the teachers concerned for the expenses inherent to two (2) outings per year for the teachers and their dependents from their place of assignment to Sept-Îles.

This paragraph 1) shall replace for the teachers whose point of departure is different from their place of assignment the three (3) outings provided for in subparagraph a) of clause 12-4.02 of the agreement, without, however, modifying any other rights provided for in Chapter 12-0.00.

- 2) This appendix applies to the following teachers:

ANDERSON, Pamela	MARTIN, Lucille
BOBBIT, Gloria	MCDONALD, Deborah
BURKE, Brian	MCDONALD-NADEAU, Sally
BURSEY, René	MCKINNON, Brenda
COLLIER, Alice	MATHIEU, Nathalie
COX, Kim	NADEAU, Elaine
GALLICHON, Mélinda	NADEAU - MARCOUX, Marjolaine
GALLUPE, Janet	ROBERTS, Gail
KANDLER, Dieter	THOMAS, Cynthia
JONES, Judith	WALSH, Adélar
LAVALLÉE, Liliane	WILLCOTT, Paulette
LAVALLÉE, Sonia	

- 3) Clause 12-4.01 of the agreement applies to the teachers benefiting from this appendix.
- 4) One (1) of the outings referred to in paragraph 1) of this appendix may be used by the spouse not residing in the territory to visit a teacher mentioned in paragraph 2) of this appendix.

APPENDIX XXVIII LETTER OF AGREEMENT CONCERNING FAMILY RESPONSIBILITIES

The CSQ on the one hand, and the Québec government represented by the Conseil du trésor on the other hand, hereby recognize the interdependent relationship between work and family. Thus, the parties favour consideration of work-family balance in the organization of work.

To this end, the parties to this agreement encourage the sectorial, regional or local parties, as the case may be, to promote a better balance between parental and family responsibilities on the one hand, and work responsibilities on the other, in determining working conditions and their application.

APPENDIX XXIX**PARENTAL RIGHTS – TRANSITIONAL PROVISION**

Working conditions with respect to parental rights in effect on December 31, 2005, shall continue to apply after January 1, 2006, to teachers who, on December 31, 2005, were benefiting from the federal government's Employment Insurance Plan.

APPENDIX XXX PARENTAL RIGHTS (MODIFICATIONS)

Should any change occur in the Québec Parental Insurance Plan, the Employment Insurance Act or the Act respecting labour standards as it applies to parental rights, it is agreed that the parties shall meet to discuss the possible impact of these changes on the parental rights plan.

APPENDIX XXXI¹**RESOURCES FOR AT-RISK STUDENTS AND STUDENTS WITH HANDICAPS OR SOCIAL MALADJUSTMENTS OR LEARNING DISABILITIES² AND DECLARATION OF INTENTION****SECTION 1 RESOURCES****Part I**

- A) The Ministère shall provide each school board for each of the school years from 2005-2006 to 2008-2009 with information about the following budget resources:
- budget resources allocated for students with difficulties in addition to those provided for regular students, for educational activities;
 - budget resources allocated for students with handicaps in addition to those provided for regular students, for educational activities;
 - additional resources allocated by the government in the context of negotiations in order to improve services for students with difficulties, in accordance with Part II of this appendix.
- B) The school board shall provide the union with information about the amounts allocated to at-risk students and students with handicaps or social maladjustments or learning disabilities, specifying the resources allocated in addition to the amounts received from the MELS in the first two points of subclause A). This information shall include, in particular:
- the number of specialized resources;
 - the number of specialized classes;
 - the number of classes of individualized paths for learning.
- C) The 2005-2006 school year shall be the reference year.

Part II ADDITIONAL RESOURCES FOR AT-RISK STUDENTS AND STUDENTS WITH HANDICAPS OR SOCIAL MALADJUSTMENTS OR LEARNING DISABILITIES**1. Remedial teachers (support for learning)**

- 1.1 600 additional positions at the elementary level
- 1.2 These positions shall be allocated in proportion to the number of teaching positions financed at the elementary level in 2005-2006 in the school board with respect to the number of teaching positions financed at the elementary level in all school boards.
- 1.3 This addition makes it possible to establish a province-wide ratio of one remedial teacher for each 12.5 teachers financed at the elementary level in 2005-2006.
- 1.4 The school board is obliged to hire remedial teachers in order to achieve the province-wide ratio at the elementary level or the number of additional positions obtained in this agreement.
- 1.5 School boards that achieve this ratio must either hire more remedial teachers or convert them to supporting teachers.
- 1.6 The number of positions concerned in the base year shall be the number of remedial teachers and professional orthopedagogues in place.
- 1.7 By June 30, 2009, for each year covered by the agreement, the school board must maintain the number of positions determined for the base year and the additions obtained for each year subject to point 1.5.

¹ This appendix shall take effect on February 1, 2006 for the sole purposes of organizing the 2006-2007 school year.

² This appendix concerns all French and English school boards and the Littoral School Board.

- 1.8 On June 30, 2009, the MELS shall establish a province-wide ratio based on data observed and the number of positions financed in 2008-2009.
- 1.9 The parties agree to meet during the 2008-2009 school year in order to agree on follow-up measures for point 1 of Part II of this appendix, as of 2009-2010:
 - ensuring maintenance of a comparable remedial teaching service in the school system as of the 2009-2010 school year;
 - taking into account the decrease in enrollments;
 - taking into account the positions transferred to supporting teachers.

2. Supporting teachers

- 2.1 Addition of 600 supporting teacher positions at the secondary level
- 2.2 These positions shall be allocated in proportion to the number of teaching positions financed for Secondary I, II and III in 2005-2006 in the school board with respect to the number of teaching positions financed in Secondary I, II and III in all the school boards.
- 2.3 This addition will make it possible to establish a province-wide ratio of one supporting teacher for every 26.5 teachers financed in Secondary I, II and III in 2005-2006, once the investment has been made.
- 2.4 On June 30, 2009, the MELS shall establish a province-wide ratio based on data observed and the number of positions financed in 2008-2009.
- 2.5 This province-wide ratio shall apply to every school board starting in 2009-2010, based on their teaching positions financed in Secondary I, II and III, and shall change in accordance with the number of positions financed in each of the following years.
- 2.6 Obligation to hire

3. Professional and direct service support resources for at-risk students and students with handicaps or social maladjustments or learning disabilities, in particular, for students with behavioural disorders

- 3.1 An additional envelope of \$30 million
- 3.2 The determination of the envelope for each school board is based on the rules of measure 30230 in 2005-2006. Adult clientele between the ages of 16 and 18 shall be considered in the distribution of resources.
- 3.3 This effort will ensure the hiring or maintenance of resources, with priority given to services for students with behavioural disorders.
- 3.4 This envelope shall be added to that in point 1 of subclause A) of Part I of this appendix, namely, the budget resources allocated for students with special needs in addition to those obtained for regular students, for educational activities.
- 3.5 The total envelope identified in point 3.4 shall be protected from the decrease in enrollments until June 30, 2009, and shall change in accordance with indexation parameters.

4. Special conditions

- 4.1 The additional resources mentioned in points 1, 2 and 3 shall be spread over the years 2006-2007 to 2008-2009 in accordance with the table in the appendix.
- 4.2 These additions shall be protected from the decrease in enrollments until June 30, 2009, and shall change in accordance with the salary parameters of the different categories of personnel.
- 4.3 Should a school board find it impossible to fill all of the positions provided for a given year, the balance to be filled shall be carried over to the next year.

DISTRIBUTION OF ADDITIONAL RESOURCES

	Additional amounts	Total
2006-2007		
Remedial teachers	\$20 million	\$20 million
Supporting teachers	\$15 million	\$15 million
Professional and support staff	\$15 million	\$15 million
Total	\$50 million	\$50 million
2007-2008		
Remedial teachers	\$5 million	\$25 million
Supporting teachers	\$10 million	\$25 million
Professional and support staff	\$5 million	\$20 million
Total	\$20 million	\$70 million
2008-2009		
Remedial teachers	\$5 million	\$30 million
Supporting teachers	\$5 million	\$30 million
Professional and support staff	\$10 million	\$30 million
Total	\$20 million	\$90 million

Part III 2005-2006

Letter of agreement¹ concerning the method of determining the reference year (2005-2006) aimed at identifying the elements to include and those to exclude:

1. The information obtained using the "method of estimating income and expenditures applicable to special education, for educational activities," corresponds to the information to be included by virtue of Part III of Appendix XXXI. Consequently, the other information not provided for corresponds to the information to be excluded by virtue of Part III of Appendix XXXI.
2. This information shall specify the amounts that the school board allocated for at-risk students and students with handicaps or social maladjustments or learning disabilities in addition to the amounts allocated for these students by the MELS.
3. The information mentioned in paragraphs 1 and 2 above concern the 2005-2006 school year, which is the reference year.
4. This letter of agreement aims to identify the method to be used to determine the reference year, it being understood that the percentages in the "method for estimating income and expenditures related to special education for educational activities" may vary to reflect the specific situation of each school board.

¹ Reference: Letter of agreement of April 28, 2006, ratified by QPAT, with the necessary changes for the purposes of this agreement.

5. The school board shall:
 - a) submit to the union the information obtained through the application of the “method of estimating income and expenditures related to special education for educational activities” for the 2004-2005 school year;
 - b) submit, for the preparation of the 2006-2007 budget, the provisional information reflecting the situation for the 2005-2006 school year;
 - c) submit, in the spring of 2007, a definitive version of the application of the method for the 2005-2006 school year, after validation of the financial statements by the MELS.
6. The school board and the union may agree on another method of identifying the information to be submitted to meet the obligations in Part I-B of Appendix XXXI.

SECTION 2 DECLARATION OF INTENTION

The parties recognize that the amounts invested under this appendix shall be invested with a view to obtaining real additional services and resources for these students with respect to 2005-2006, the reference year.

In addition, it is understood that the recognition contained in this section shall not be the subject of any grievances.

APPENDIX XXXII**COMMITMENT OF THE MINISTÈRE TO PROVIDE THE SCHOOL SYSTEM WITH TOOLS FOR DEFINING STUDENTS WITH LEARNING DISABILITIES**

The Ministère agrees to provide the school system with the tools needed to help the different players identify the minimum performance requirements for the cycle, as specified in the new definition of students with learning disabilities at the elementary and secondary levels.

The Ministère shall produce, for the different players in the school system, at both the elementary and secondary levels, tools to make it possible to clarify the expected criteria for students whose competency is deemed sufficient, for each cycle. These criteria shall be defined for language of instruction and mathematics.

These tools shall be provided to the school system, in a preliminary version, no later than June 1, 2006, it being understood that a revised version shall be distributed no later than February 1, 2007.

APPENDIX XXXIII

MAINTENANCE OF A NUMBER OF REGULAR POSITIONS IN ADULT EDUCATION**Clause 11-7.07**

- A) For the duration of the agreement, the school board shall maintain the number of regular positions in existence on June 30, 2003, unless this results in the teacher being placed on availability.
- B) Notwithstanding paragraph A), the number of regular positions to maintain, through application of this paragraph, shall be reduced by a number equivalent to the number of definitive departures in a specialty suffering a decrease in clientele deemed significant by the school board, during the period covering three (3) years prior to the current year.
- C) Paragraph B) shall apply only as of the time at which the number of actual regular positions achieves the number of regular positions in existence on June 30, 2003.
- D) It is the school board's responsibility to determine in which specialty the positions will be maintained. The union may make representations to the school board following a definitive departure.

Examples of the application of clause 11-7.07

- If the number of regular positions in existence on June 30, 2003, and targeted by paragraph A) is two hundred (200), the school board shall maintain two hundred (200) regular positions for the duration of the agreement.
- However, if, for example, on March 15, 2006, while the school board effectively has two hundred (200) regular positions maintained, if there is a definitive departure in the French specialty and there is a decrease in enrollments deemed significant by the school board in this specialty during the period between the 2002-2003 school year and the 2004-2005 school year, the number of regular positions to maintain (200) shall be reduced by one (1) and set at one hundred and ninety-nine (199).
- In addition, if, on March 15, 2006, the same definitive departure occurs in a context in which the number of regular positions actually maintained is two hundred and ten (210), the number of regular positions to be maintained by the school board shall remain at two hundred (200). This number will decrease only at such time as the number of actual regular positions reaches, if applicable, two hundred (200).

APPENDIX XXXIV**TEACHERS COMING FROM REMOTE AREAS**

When a board decides to offer a full-time contract to a teacher coming from the Cree School Board or the Kativik School Board or coming from a French-language or English-language school board in one of the localities referred to in clause 12-1.02 or in the school municipalities of Sept-Îles or Port-Cartier, the said teacher shall be entitled to a transfer of his or her tenure, years of experience recognized by his or her board, seniority, months of service within the meaning of paragraph C) of clause 5-3.20 and bank of nonredeemable sick-leave days, if the only reason which would cause him or her to lose this right is a break in his or her employment ties, provided that he or she meets the following conditions:

- 1) he or she has acquired tenure;
- 2) he or she has completed five (5) years of continuous service with his or her board before being engaged by another school board; the acquisition of service by a teacher who obtains a leave of absence without salary shall be delayed proportionally.

The teacher who wishes to be relocated must indicate to the board, in writing, his or her choice of region or regions, before June 1.

Before July 1 of that same school year, the board shall send the names of the teachers who wish to be relocated, along with the pertinent information, to the regional offices concerned of the Ministère.

Each regional office concerned shall then send to the school boards in its region the names of the teachers who wish to be relocated along with the pertinent information.

APPENDIX XXXV

TERMS AND CONDITIONS CONCERNING THE PROGRESSIVE RETIREMENT PLAN

AGREEMENT CONCLUDED

between

_____ SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: _____ GIVEN NAME: _____

ADDRESS: _____

hereinafter called the TEACHER.

SUBJECT: PROGRESSIVE RETIREMENT PLAN

1- Period covered by the progressive retirement plan

This agreement comes into force on July 1, _____ and expires on June 30, _____ .

The agreement can expire on another date under circumstances and according to terms and conditions provided for in clauses 5-21.17 and 5-21.18.

2- Time worked

For the term of the agreement, the teacher's time worked shall be equal to a percentage of the regular workweek for each of the years concerned:

for the school year _____ : _____ %

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 forty percent (40%) of the regular workweek or its equivalent in a school year.

This paragraph 2 shall apply subject to the first paragraph of clause 5-21.07.

3- Other terms and conditions for applying the plan agreed to with the teacher

IN WITNESS WHEREOF, the parties have signed in _____ on this _____ day of the month of _____.

For the school board

Teacher

**APPENDIX XXXVI TEACHERS COVERED BY CHAPTER 11-0.00 (ADULT
EDUCATION) WHO ARE ELIGIBLE FOR A PART-TIME
CONTRACT BUT WHO DO NOT HAVE A TEACHING LICENCE**

The following provision applies to a teacher covered by Chapter 11-0.00 (adult education) who is eligible for a part-time contract under the terms of the agreement applicable to him or her but who does not have a teaching licence: the teacher in question may nonetheless be hired by the hour to provide the hours of teaching he or she would have provided, had he or she had a part-time contract under the terms of the agreement, were it not for the fact that he or she does not have a teaching licence.

APPENDIX XXXVII VOLUNTARY MOBILITY FOR CERTAIN TEACHERS

Notwithstanding clause 5-3.20, the parties agree to allow permanent regular teachers employed by two (2) different school boards to exchange their respective positions under the following conditions:

- 1) An exchange of positions shall be subject to a written agreement, in accordance with the contract appearing in this appendix, between the two (2) school boards in question and the two (2) teachers in question. Refusal to consent to such an exchange by one or the other of the two (2) school boards in question shall not be the subject of a grievance. If a contract is drawn up between the four (4) above-mentioned parties, a copy of such contract shall be sent to the two (2) unions in question within ten (10) days following its signing.
- 2) When the teacher signs an employment contract with his or her new school board, he or she shall resign from his or her former school board.
- 3) When hired by the new school board, the teacher shall benefit from the transfer of his or her tenure, the years of experience recognized by his or her former school board and the number of days accumulated in his or her bank of nonredeemable sick days if the only reason for which he or she could lose this right is the break in his or her employment ties.

4) **Contract**

The school board: _____

and the school board: _____

agree that _____

(teacher's name)

and _____

(teacher's name)

shall exchange positions as of the _____ school year

in accordance with the provisions of this appendix.

For the school board

For the school board

Teacher

Teacher

APPENDIX XXXVIII PROVINCIAL COMMITTEES

The CPNCF, on the one hand, and the Association, on the other hand, agree to amend, if applicable, by making the necessary changes, this agreement in accordance with the changes agreed upon by the committees mentioned hereinafter in the context of the 2005-2010 agreement (E1) for teachers employed by school boards:

- Provincial advisory committee;
- Provincial employment security committee;
- Task force and provincial committee on grievances and arbitration;
- Task force on multigrade classes;
- Provincial adult education committee.

A2 APPENDIX XXXIX IMPLEMENTATION OF THE PAY EQUITY PROGRAM

This appendix reproduces the provisions related to teachers in the agreement concerning the implementation of the pay equity program for the health and social services and education sectors established in accordance with the provisions of the Pay Equity Act.¹

These provisions are as follows:

Agreement concerning the implementation of the pay equity program for the education sector in accordance with the provisions of the Pay Equity Act

Considering that salary corrections are applicable under the pay equity program for categories of employment in the education sector;

Considering sections 71 and 74 of the Pay Equity Act;

The parties to this agreement agree to the following:**SECTION I – GENERAL PROVISIONS FOR THE EDUCATION SECTOR**

- 1) The salary rates and scales set out in this agreement were established in accordance with the pay equity program having been the subject of a notice following the second posting signed by the members of the Committee on December 14, 2006.
- 2) For the education sector, the salary rates and scales set out in Appendix 1² of Appendix XXXIX shall replace the salary rates and scales in the collective agreements or what serves as a collective agreement and shall apply as of the dates indicated.
- 3) Within sixty (60) days following December 21, 2006, the salary rates and scales in effect for the job titles or groups targeted by a pay equity correction shall be modified in accordance with this agreement.
- 4) The employee shall be entitled, as retroactive payment and considering the duration of his or her service, to an amount equal to the difference between:
 - the salary he or she received for the period between November 21, 2001 and the effective date of the corrected rates and scales appearing in Appendix 1² of Appendix XXXIX;and
 - the salary he or she should have received for the same period with the application of the new salary rates and scales.

Except for those employees targeted by paragraph 5 of section II, the amounts due shall be paid no later than April 30, 2007.

SECTION II – OTHER PROVISIONS

- 1) The rights and benefits related to remuneration and provided for in the collective agreements for which the employer is financially responsible shall be adjusted retroactively as of November 21, 2001, as if the salary rates and scales had applied on the dates they should have applied.

¹ Agreement concluded on December 21, 2006 between the Alliance du personnel professionnel et technique de la santé et des services sociaux (APTS), the Centrale des syndicats démocratiques (CSD), the Centrale des syndicats du Québec (CSQ), the Confédération des syndicats nationaux (CSN), the Québec Federation of Labour (QFL), the Fédération indépendante des syndicats autonomes (FISA) representing employees covered by a collective agreement negotiated with the Comité patronal de négociation pour les commissions scolaires francophones, the Management Negotiating Committee for English-language School Boards, the Management Negotiating Committee for the Cree School Board, the Management Negotiating Committee for the Kativik School Board and the Conseil du trésor.

² This excerpt is taken from Appendix 4 of the agreement mentioned in the above footnote.

- 2) Within sixty (60) days after December 21, 2006, the unions, through the insurer, shall provide the employer with the rate or rates provided for under the long-term salary insurance plan to be applied, if applicable, to the amounts due under paragraph 4 of section I and for which the unions are financially responsible.
- 3) Measures shall be taken to enable employees to receive the amounts to which they are entitled.
- 4) Within ninety (90) days following the changes provided for in paragraph 9 of this section, the employer shall provide the union with the list of employees who left their positions since November 21, 2001, as well as their last known address.
- 5) The employee whose employment was terminated between November 21, 2001 and the payment of the retroactivity, may make a request for payment to his or her former employer in order to receive the amounts due.

Following the written request of the employee in accordance with the foregoing provisions, the employer shall pay the amounts due by April 30, 2007 or within thirty (30) days following the request, if the request is sent after April 1, 2007.

If an employer has ceased to exist, the request may be made to the following employer if it is covered by these provisions or the Ministère in question.

- 6) The amounts due to an employee under this agreement shall be payable, if applicable, to the employee's legal heirs.
- 7) The amounts calculated for the application of this agreement shall bear interest, at the legal rate, in accordance with the provisions of the Pay Equity Act.
- 8) Subject to the content of this agreement, all other provisions of the collective agreements shall continue to apply.
- 9) The parties agree to take the means necessary so that the collective agreements or what serves as a collective agreement be modified, with the necessary changes, in accordance with this agreement as soon as possible, no later than March 31, 2007.

APPENDIX 1

Salary corrections – Teachers employed by school boards¹

Title	Rate at Class 2000-11-20	Equity 1 Nov. 21, 2001	2.50% Jan. 1 ² , 2002	Equity 2 Nov. 21, 2002	2.00% Apr. 1 ³ , 2003	Duration 1 July 1, 2003	Equity 3 Nov. 21, 2003	Duration 2 July 1, 2004	Equity 4 Nov. 21, 2004	Duration 3 July 1, 2005	Equity 5 Nov. 20, 2005	2.00% Apr. 1 ³ , 2006	Equity 6 Nov. 21, 2006	2.00% Apr. 1 ³ , 2007	Equity 7 Nov. 21, 2007	2.00% Apr. 1 ³ , 2008	2.00% Apr. 1 ³ , 2009
Occasional supply teacher	32.22	32.22	33.03	33.03	33.69	33.69	33.69	33.69	33.69	33.69	33.69	34.36	34.36	35.05	35.05	35.75	36.47
Teacher- by-the- lesson	16 17 18 19 20	39.50 43.02 45.54 48.91 52.08	39.57 43.13 45.54 48.91 52.08	40.56 44.21 46.68 50.13 53.38	40.63 44.33 46.68 50.13 53.38	41.44 45.22 47.61 51.13 54.45	41.96 46.02 48.72 52.49 54.45	42.04 46.14 48.72 52.49 54.45	42.57 46.95 49.86 53.89 54.45	43.19 47.90 51.74 56.30 54.45	43.27 48.03 51.92 56.55 54.45	44.14 48.99 52.96 57.68 ---	44.22 49.12 53.15 57.93 ---	45.10 50.23 54.40 59.35 ---	45.18 50.23 54.40 59.35 ---	46.08 51.23 55.49 60.54 ---	47.00 52.25 56.60 61.75 ---
Hourly paid teacher	39.50	39.57	40.56	40.63	41.44	41.96	42.04	42.57	42.65	43.19	43.27	44.14	44.22	45.10	45.18	46.08	47.00

¹ Subject to the correspondence for the application dates of the general increase parameters.

² Read as of the 101st workday of the 2001-2002 school year.

³ Read as of the 141st workday of the school year in question.

Scale 17 or less

Step	Rate at 2000-11-20	Equity 1 Nov. 21, 2001	2.50% Jan. 1, 2002	Equity 2 Nov. 21, 2002	2.00% Apr. 1 ² , 2003	Scale	Duration 1 July 1, 2003	Equity 3 Nov. 21, 2003	Duration 2 July 1, 2004	Equity 4 Nov. 21, 2004	Duration 3 July 1, 2005	Equity 5 Nov. 20, 2005	2.00% Apr. 1 ² , 2006	Equity 6 Nov. 21, 2006	2.00% Apr. 1 ² , 2007	Equity 7 Nov. 21, 2007	2.00% Apr. 1 ² , 2008	2.00% Apr. 1 ² , 2009
1	32 228	32 228	33 034	33 034	33 695	I	33 695	33 695	33 695	33 695	33 695	33 695	34 369	34 369	35 056	35 056	35 757	36 472
2	33 424	33 424	34 260	34 260	34 945	I	34 945	34 945	34 945	34 945	34 945	34 945	35 644	35 644	36 357	36 357	37 084	37 826
3	34 620	34 620	35 486	35 486	36 196	I	36 196	36 196	36 196	36 196	36 196	36 196	36 920	36 920	37 658	37 658	38 411	39 179
4	35 728	35 730	36 623	36 625	37 358	I	37 452	37 454	37 548	37 550	37 644	37 646	38 399	38 401	39 169	39 171	39 954	40 753
5	36 870	36 888	37 810	37 828	38 585	I	38 778	38 797	38 991	39 010	39 206	39 225	40 010	40 029	40 830	40 850	41 667	42 500
6	38 050	38 085	39 037	39 073	39 854	I	40 155	40 192	40 495	40 532	40 837	40 875	41 693	41 732	42 567	42 606	43 458	44 327
7	39 267	39 320	40 303	40 357	41 164	I	41 578	41 634	42 053	42 110	42 533	42 591	43 443	43 502	44 372	44 432	45 321	46 227
8	40 523	40 596	41 611	41 685	42 519	I	43 054	43 131	43 674	43 752	44 303	44 382	45 270	45 351	46 258	46 341	47 268	48 213
9	41 820	41 913	42 961	43 056	43 917	I	44 581	44 680	45 355	45 455	46 141	46 243	47 168	47 272	48 217	48 324	49 290	50 276
10	43 158	43 272	44 354	44 472	45 361	I	46 162	46 284	47 101	47 226	48 059	48 186	49 150	49 280	50 266	50 399	51 407	52 435
11	44 538	44 675	45 792	45 933	46 852	I	47 799	47 946	48 915	49 065	50 056	50 210	51 214	51 371	52 398	52 559	53 610	54 682
12	45 963	46 124	47 277	47 443	48 392	I	49 494	49 668	50 798	50 976	52 136	52 319	53 365	53 552	54 623	54 815	55 911	57 029
13	47 434	47 621	48 812	49 004	49 984	I	51 249	51 451	52 753	52 961	54 302	54 516	55 606	55 825	56 942	57 166	58 309	59 475
14	48 951	49 165	50 394	50 614	51 626	I	53 065	53 297	54 782	55 021	56 554	56 801	57 937	58 190	59 354	59 613	60 805	62 021
15	50 517	50 760	52 029	52 279	53 325	I	54 948	55 212	56 893	57 166	58 907	59 190	60 374	60 664	61 877	62 174	63 417	64 685
16	52 133	52 406	53 716	53 997	55 077	I	56 896	57 194	59 083	59 392	61 354	61 675	62 909	63 238	64 503	64 840	66 137	67 460
17	53 801	54 106	55 459	55 774	56 889	I	58 915	59 249	61 358	61 706	63 904	64 267	65 552	65 924	67 242	67 621	68 973	70 352

¹ Read as of the 101st workday of the 2001-2002 school year.

² Read as of the 141st workday of the school year in question.

Scale 18 years

Step	Rate at 2000-11-20	Equity 1 Nov. 21, 2001	2.50% Jan. 1, 2002	Equity 2 Nov. 21, 2002	2.00% Apr. 1 ² , 2003	Scale	Duration 1 July 1, 2003	Equity 3 Nov. 21, 2003	Duration 2 July 1, 2004	Equity 4 Nov. 21, 2004	Duration 3 July 1, 2005	Equity 5 Nov. 20, 2005	2.00% Apr. 1 ² , 2006	Equity 6 Nov. 21, 2006	2.00% Apr. 1 ² , 2007	Equity 7 Nov. 21, 2007	2.00% Apr. 1 ² , 2008	2.00% Apr. 1 ² , 2009
1	37 189	37 189	38 119	38 119	38 881	II	38 964	38 964	39 047	39 047	39 206	39 225	40 010	40 029	40 830	40 850	41 667	42 500
2	38 322	38 322	39 280	39 280	40 066	II	40 272	40 272	40 479	40 532	40 837	40 875	41 693	41 732	42 567	42 606	43 458	44 327
3	39 490	39 490	40 477	40 477	41 287	II	41 624	41 624	41 963	42 110	42 533	42 591	43 443	43 502	44 372	44 432	45 321	46 227
4	40 693	40 693	41 710	41 710	42 544	II	43 020	43 020	43 501	43 752	44 303	44 382	45 270	45 351	46 258	46 341	47 268	48 213
5	41 933	41 933	42 981	42 981	43 841	II	44 463	44 463	45 094	45 455	46 141	46 243	47 168	47 272	48 217	48 324	49 290	50 276
6	43 211	43 211	44 291	44 291	45 177	II	45 956	45 956	46 748	47 226	48 059	48 186	49 150	49 280	50 266	50 399	51 407	52 435
7	44 527	44 527	45 640	45 640	46 553	II	47 497	47 497	48 461	49 065	50 056	50 210	51 214	51 371	52 398	52 559	53 610	54 682
8	45 884	45 884	47 031	47 031	47 972	II	49 092	49 092	50 238	50 976	52 136	52 319	53 365	53 552	54 623	54 815	55 911	57 029
9	47 282	47 282	48 464	48 464	49 433	II	50 739	50 739	52 079	52 961	54 302	54 516	55 606	55 825	56 942	57 166	58 309	59 475
10	48 723	48 723	49 941	49 941	50 940	II	52 442	52 442	53 988	55 021	56 554	56 801	57 937	58 190	59 354	59 613	60 805	62 021
11	50 207	50 207	51 462	51 462	52 491	II	54 201	54 201	55 966	57 166	58 907	59 190	60 374	60 664	61 877	62 174	63 417	64 685
12	51 737	51 737	53 030	53 030	54 091	II	56 020	56 020	58 018	59 392	61 354	61 675	62 909	63 238	64 503	64 840	66 137	67 460
13	53 314	53 314	54 647	54 647	55 740	II	57 900	57 900	60 144	61 706	63 904	64 267	65 552	65 924	67 242	67 621	68 973	70 352
14	54 938	54 938	56 311	56 311	57 437	II	59 069	59 069	60 748	61 706	63 904	64 267	65 552	65 924	67 242	67 621	68 973	70 352
15	56 612	56 612	58 027	58 027	59 188	II	60 264	60 264	61 360	61 706	63 904	64 267	65 552	65 924	67 242	67 621	68 973	70 352

¹ Read as of the 101st workday of the 2001-2002 school year.

² Read as of the 141st workday of the school year in question.

Scale 19 years

Step	Rate at 2000-11-20	Equity 1 Nov. 21, 2001	2.50% Jan. 1 ¹ , 2002	Equity 2 Nov. 21, 2002	2.00% Apr. 1 ² , 2003	Scale	Duration 1 July 1, 2003	Equity 3 Nov. 21, 2003	Duration 2 July 1, 2004	Equity 4 Nov. 21, 2004	Duration 3 July 1, 2005	Equity 5 Nov. 20, 2005	2.00% Apr. 1 ² , 2006	Equity 6 Nov. 21, 2006	2.00% Apr. 1 ² , 2007	Equity 7 Nov. 21, 2007	2.00% Apr. 1 ² , 2008	2.00% Apr. 1 ² , 2009
1	40 001	40 001	41 001	41 001	41 821	III	41 982	41 982	42 143	42 143	42 533	42 591	43 443	43 502	44 372	44 432	45 321	46 227
2	41 178	41 178	42 207	42 207	43 051	III	43 361	43 361	43 673	43 673	44 303	44 382	45 270	45 351	46 258	46 341	47 268	48 213
3	42 374	42 374	43 433	43 433	44 302	III	44 775	44 775	45 253	45 253	46 141	46 243	47 168	47 272	48 217	48 324	49 290	50 276
4	43 633	43 633	44 724	44 724	45 618	III	46 254	46 254	46 899	46 899	48 059	48 186	49 150	49 280	50 266	50 399	51 407	52 435
5	44 972	44 972	46 096	46 096	47 018	III	47 813	47 813	48 622	48 622	50 056	50 210	51 214	51 371	52 398	52 559	53 610	54 682
6	46 301	46 301	47 459	47 459	48 408	III	49 389	49 389	50 390	50 390	52 136	52 319	53 365	53 552	54 623	54 815	55 911	57 029
7	47 701	47 701	48 894	48 894	49 872	III	51 039	51 039	52 233	52 233	54 302	54 516	55 606	55 825	56 942	57 166	58 309	59 475
8	49 130	49 130	50 358	50 358	51 365	III	52 733	52 733	54 137	54 137	56 554	56 801	57 937	58 190	59 354	59 613	60 805	62 021
9	50 645	50 645	51 911	51 911	52 949	III	54 516	54 516	56 129	56 129	58 907	59 190	60 374	60 664	61 877	62 174	63 417	64 685
10	52 185	52 185	53 490	53 490	54 560	III	56 343	56 343	58 184	58 184	61 354	61 675	62 909	63 238	64 503	64 840	66 137	67 460
11	53 796	53 796	55 141	55 141	56 244	III	58 249	58 249	60 325	60 325	63 904	64 267	65 552	65 924	67 242	67 621	68 973	70 352
12	55 424	55 424	56 810	56 810	57 946	III	59 418	59 418	60 927	60 927	63 904	64 267	65 552	65 924	67 242	67 621	68 973	70 352
13	57 157	57 157	58 586	58 586	59 758	III	60 650	60 650	61 556	61 556	63 904	64 267	65 552	65 924	67 242	67 621	68 973	70 352
14	58 928	58 928	60 401	60 401	61 609	III	61 896	61 896	62 185	62 185	63 904	64 267	65 552	65 924	67 242	67 621	68 973	70 352
15	60 762	60 762	62 281	62 281	63 527	III	63 527	63 527	63 527	63 527	63 904	64 267	65 552	65 924	67 242	67 621	68 973	70 352

¹ Read as of the 101st workday of the 2001-2002 school year.

² Read as of the 141st workday of the school year in question.

Scale 20 years¹

Step	Rate at 2000-11-20	Equity 1 Nov. 21, 2001	2.50% Jan. 1 ² , 2002	Equity 2 Nov. 21, 2002	2.00% Apr. 1 ³ , 2003	Duration 1 July 1, 2003	Equity 3 Nov. 21, 2003	Duration 2 July 1, 2004	Equity 4 Nov. 21, 2004	Duration 3 July 1, 2005	Equity 5 Nov. 20, 2005	2.00% Apr. 1 ³ , 2006	Equity 6 Nov. 21, 2006	2.00% Apr. 1 ³ , 2007	Equity 7 Nov. 21, 2007	2.00% Apr. 1 ³ , 2008	2.00% Apr. 1 ³ , 2009
1	44 486	44 486	45 598	45 598	46 510	46 510	46 510	46 510	46 510	46 510	46 510	47 440	47 440	48 389	48 389	49 357	50 344
2	45 664	45 664	46 806	46 806	47 742	47 742	47 742	47 742	47 742	47 742	47 742	48 697	48 697	49 671	49 671	50 664	51 677
3	46 859	46 859	48 030	48 030	48 991	48 991	48 991	48 991	48 991	48 991	48 991	49 971	49 971	50 970	50 970	51 989	53 029
4	48 119	48 119	49 322	49 322	50 308	50 308	50 308	50 308	50 308	50 308	50 308	51 314	51 314	52 340	52 340	53 387	54 455
5	49 457	49 457	50 693	50 693	51 707	51 707	51 707	51 707	51 707	51 707	51 707	52 741	52 741	53 796	53 796	54 872	55 969
6	50 786	50 786	52 056	52 056	53 097	53 097	53 097	53 097	53 097	53 097	53 097	54 159	54 159	55 242	55 242	56 347	57 474
7	52 187	52 187	53 492	53 492	54 562	54 562	54 562	54 562	54 562	54 562	54 562	55 653	55 653	56 766	56 766	57 901	59 059
8	53 616	53 616	54 956	54 956	56 055	56 055	56 055	56 055	56 055	56 055	56 055	57 176	57 176	58 320	58 320	59 486	60 676
9	55 131	55 131	56 509	56 509	57 639	57 639	57 639	57 639	57 639	57 639	57 639	58 792	58 792	59 968	59 968	61 167	62 390
10	56 668	56 668	58 085	58 085	59 247	59 247	59 247	59 247	59 247	59 247	59 247	60 432	60 432	61 641	61 641	62 874	64 131
11	58 282	58 282	59 739	59 739	60 934	60 934	60 934	60 934	60 934	60 934	60 934	62 153	62 153	63 396	63 396	64 664	65 957
12	59 909	59 909	61 407	61 407	62 635	62 635	62 635	62 635	62 635	62 635	62 635	63 888	63 888	65 166	65 166	66 469	67 798
13	61 642	61 642	63 183	63 183	64 447	64 447	64 447	64 447	64 447	64 447	64 447	65 736	65 736	67 051	67 051	68 392	69 760
14	63 414	63 414	64 999	64 999	66 299	66 299	66 299	66 299	66 299	66 299	66 299	67 625	67 625	68 978	68 978	70 358	71 765
15	65 247	65 247	66 878	66 878	68 216	68 216	68 216	68 216	68 216	68 216	68 216	69 580	69 580	70 972	70 972	72 391	73 839

¹ 19 years of schooling or more with a doctorate

² Read as of the 101st workday of the 2001-2002 school year.

³ Read as of the 141st workday of the school year in question.

