Agreement in accordance with clause 1-3.01

The purpose of this agreement is to amend
the agreement concluded

between

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

and

the Centrale des syndicats du Québec on behalf of
the professionals' unions represented by its bargaining agent,
the Fédération des professionnelles et professionnels de l'éducation du Québec (CSQ)

Subject: Replacement of Letter of agreement nº 8 of the 2015-2020 agreement (P2)

(A2-A)

The parties agree as follows:

I- Letter of agreement nº 8 is replaced with the following:

LETTER OF AGREEMENT Nº 8   PREMIUMS PAID TO PSYCHOLOGISTS

SECTION 1   FIELD OF APPLICATION

This letter of agreement applies to the professional whose job title is psychologist (2113).

SECTION 2   RETENTION PREMIUMS PAID TO PSYCHOLOGISTS

The professional concerned shall receive a retention premium based on the number of paid work hours. The amount is determined as follows:

Level 1

6.6% on salary for 56 or more paid work hours, but less than 70 hours per pay period

Level 2

9.5% on salary for 70 paid work hours per pay period

The two retention premium levels may not be drawn concurrently.

Subject to section 3 of this letter of agreement, work paid is equal to the regular hours actually worked and the hours of absence for which salary is maintained under the agreement:

-       vacation;

-       paid legal holidays;

-       sick-leave days;

-       special leaves except for a leave for a change of domicile. The hours of absence for a change of domicile shall be considered as hours on the basis of which eligibility for the retention premium is determined. However, the retention premium shall not be paid for those hours of absence;

-       union leaves under articles 3-3.00 and 3-4.00;

-       professional development authorized by the board within the professional's work schedule;

-       absences for which salary is maintained under the agreement (clause 7-1.58).

Retention premiums are non-pensionable.

Retention premiums shall expire on March 30, 2020.

Premium adjustment method and formula[1]

The percentage of the two retention premium levels shall be reduced by any salary adjustment[2] excluding the general salary increase parameters prescribed in the collective agreement.

The premium reduction is applied according to the following method and formula:

The percentage allotted to each level shall be based on the basic rate of the maximum step of the salary scale. Both reference percentages of the retention premium are, for the first adjustment, those in effect on April 1, 2015.

Mathematically:

$$Retention\ Premium\ \%_{Level_i,t+1} = \left[\left(\frac{Basic\ rate\ of\ maximum\ step_t \times \left(1 + \left(Retention\ premium\ \%_{Level_i,t}/100\right)\right)}{Basic\ rate\ of\ maximum\ step_{t+1}} \right) - 1 \right] \times 100$$

Where:

   i = Number of retention premium level:

   where i = 1 for level 1 and i = 2 for level 2;

   t = Date prior to increase of basic rate of maximum step;

   $t + 1$ = Date on which the basic rate of the maximum step is increased.

The result for the numerator must be rounded to the nearest dollar[3] for an annual basic step rate and rounded to the nearest cent[4] for an hourly rate.

The percentage obtained for each retention premium level is rounded to one decimal place[5].

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[1] The Secrétariat du Conseil du trésor shall calculate the retention premiums.

[2] Including salary adjustments linked to the evaluation of the maintenance of salary equity or salary relativities granted after April 1, 2015.

[3] When rounded to the nearest dollar, the following applies: where the decimal point is followed by one or more digits, the first and subsequent digits shall be dropped if the first digit is less than five. Where the first digit is equal to or greater than five, the dollar shall be increased by one and the first and subsequent digits shall be dropped.

[4] When rounded to the nearest cent, the following applies: where the decimal point is followed by three or more digits, the third and subsequent digits shall be dropped if the third digit is less than five. Where the third digit is equal to or greater than five, the second digit shall be increased by one and the third and subsequent digits shall be dropped.

[5] Thus, if the decimal point is followed by two or more digits, the second and subsequent digits shall be dropped if the second digit is less than five. Where the second digit is equal to or greater than five, the first digit shall be increased by one and the second and subsequent digits shall be dropped.

If during the term of the collective agreement, retention premiums are decreased based on the premium adjustment method and formula, the Management Negotiating Committee for English-language School Boards (CPNCA) shall so inform the union.

SECTION 3   PROVISIONS APPLICABLE TO A PROFESSIONAL ENGAGED FOR A PERIOD OF LESS THAN SIX MONTHS AS A SUBSTITUTE OR SUPERNUMERARY PROFESSIONAL

This letter of agreement applies to a professional engaged for a period of less than six months as a substitute or supernumerary professional by making the following necessary changes:

The fringe benefits paid on each pay applicable to the professional engaged for a period of less than six months as a substitute or supernumerary professional apply to the retention premium.

The hours of absence corresponding to vacation, paid legal holidays, sick-leave days and special leaves coinciding with a professional's scheduled workday shall be considered as hours on the basis of which eligibility for the retention premium is determined. However, the retention premium shall not be paid for those absences.

II- Coming into force

This agreement comes into force on the date it is signed and has no retroactive effect before that date. However, the amounts ensuing from the application of this agreement shall be paid not later than November 30, 2017.

IN WITNESS WHEREOF, the parties have signed in Québec on this 23rd day of the month of October 2017.

For the Management Negotiating Committee for English-language School Boards (CPNCA)	**For the Centrale des syndicats du Québec (CSQ)**

(signed) Joanne Simoneau-Polenz
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Joanne Simoneau-Polenz
President, CPNCA

(signed) Johanne Pomerleau
_____

Johanne Pomerleau
President, FPPE

(signed) Éric Bergeron
_____

Éric Bergeron
Vice-president, CPNCA

(signed) Sophie Massé
_____

Sophie Massé
Vice-president, FPPE

(signed) Lise Therrien
_____

Lise Therrien
Vice-president, FPPE

(signed) Philippe St-Pierre
_____

Philippe St-Pierre
Representative, MEES

(signed) Yves Proulx
_____

Yves Proulx
Representative, QESBA