

Agreement in accordance with article 10-10.00

The purpose of this agreement is to amend
the entente concluded

between

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

and

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

Subject: Introduction of the status of “replacement teacher”

The parties agree as follows:

- 1. The second paragraph of clause 1-1.22 is deleted.**
- 2. Clause 1-1.23 is replaced by the following:**

1-1.23 Full-time teacher

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

- 3. The following clause 1-1.27 is added and the existing clauses 1-1.27 to 1-1.47 are renumbered:**

1-1.27 Replacement teacher

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

- 4. Clause 5-1.02 is replaced by the following:**

5-1.02

The engagement of a full-time teacher, a part-time teacher, a teacher-by-the-lesson or a replacement teacher shall be made by contract according to the appropriate contract found in Appendix I-a, I-b, I-c or I-d, as the case may be.

- 5. Subclauses b) and c) of clause 5-1.04 are replaced by the following:**

- b) The contract of engagement of a teacher employed as a replacement teacher shall terminate automatically and without notice upon the return of the teacher who is replaced or at the earliest on the last day students are present in school during the current school year as established in the school calendar or on the last workday of the current school year when he or she replaces a teacher who is absent during the last 100 days of the work year.
- c) Notwithstanding the preceding subclause, in the case where a teacher on disability leave returns to work on a gradual basis under clause 5-10.17, the contract of engagement of the replacement teacher shall continue, but is reduced in proportion to the number of hours prescribed in the period of gradual return to work until such time as the teacher who is being replaced returns to work on a full-time basis or up to the date prescribed in the preceding subclause. However, during a period of gradual return to work, the contract shall end:
 - i) upon the request of the replacement teacher when the period of gradual return to work begins during the first 100 workdays of the school year¹;
 - or
 - ii) upon the board's request, with the replacement teacher's consent.

- 6. The first paragraph of clause 5-1.06 is replaced by the following:**

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

- 7. The first and second paragraphs of clause 5-1.08 are replaced by the following:**

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

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

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

8. Subparagraph b) of clause 5-1.10 is replaced by the following:

- b) the teacher who is not legally qualified within the meaning of clause 1-1.36.

9. Clause 5-1.12 is replaced by the following:

Except in the case prescribed in the second paragraph of clause 5-1.08, the board that must hire a part-time or replacement teacher shall offer the contract to the teacher who has the most seniority in the teaching category concerned, provided he or she meets the specific requirements of the position to be filled under clause 5-21.06.

10. Subclause a) of clause 5-1.14 is replaced by the following:

- a) As of July 1 of each year, the board shall draw up priority of employment lists by teaching category for the purposes of granting part-time or replacement teacher contracts in the youth sector and shall forward a copy thereof to the union before July 31.

11. Subparagraph b) of clause 5-1.15 is replaced by the following:

- b) has taught on a part-time basis or as a replacement teacher during at least two of the three preceding years and whom the board decided to register on the list or to recall to work.

12. Clause 5-1.16 is replaced by the following:

The teacher whose name is on a priority of employment list and who is granted a regular teaching contract shall retain a priority of employment for a part-time or replacement teacher contract if he or she is nonreengaged because of surplus as long as his or her name remains on the list of nonreengaged teachers prescribed in subclause a) of clause 5-3.35.

13. Clause 5-1.17 is replaced by the following:

The teacher who has a part-time or replacement teacher contract may, if he or she so agrees, be assigned additional teaching periods in the same subject in the same school if the timetable of the school so permits without entailing other changes until such time as he or she acquires a full teaching load, but without changing his or her status of part-time or replacement teacher.

14. Clause 5-1.18 is replaced by the following:

Priority of employment lists shall be updated on July 1 of each year based on the cumulative durations of the part-time or replacement contracts of teachers registered on the lists concerned and the full-time contracts of teachers referred to in the second paragraph of subparagraph a) of clause 5-3.35, where applicable. Before July 31 of each year, the board shall send a copy of the lists to the union.

15. The second paragraph of Section D of article 5-1.00 is replaced by the following:

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

16. Subclause b) of clause 5-2.05 is replaced by the following:

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

the number of working days included in the period of employment multiplied by the proportion of his or her workload in relation to the workload of a full-time teacher, divided by 200.

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

17. The first paragraph of subparagraph d) of clause 5-2.07 is replaced by the following:

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

18. Clause 5-3.02 is replaced by the following:

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

19. Subclause j) of clause 5-3.24 is replaced by the following:

- j) Except in the case prescribed in clause 5-4.02, the fact that a teacher on availability replaces an absent teacher or fills a position that would otherwise be assigned to a part-time teacher, replacement teacher, a teacher-by-the-lesson, an hourly paid teacher or a casual supply teacher shall not modify in any way his or her status as a teacher on availability.

20. Subclause a) of clause 5-10.01 is replaced by the following:

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

21. The third dash of the third paragraph of clause 5-10.10 is replaced by the following:

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

22. The third paragraph of subclause f) of clause 5-10.26 is replaced by the following:

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

23. The first paragraph of clause 5-10.27 is replaced by the following:

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

24. Subclause e) of clause 5-13.12 is replaced by the following:

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

25. The second paragraph of clause 5-13.69 is replaced by the following:

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

26. Clause 6-2.03 is replaced by the following:

Teaching time as a part-time teacher, a replacement teacher, a teacher-by-the-lesson or a casual supply teacher in a Québec educational institution recognized by the Ministère or in a teaching institution under government authority outside Québec shall be recognized and may be accumulated to constitute a year of experience, in which case the number of teaching days required to constitute a year of experience shall be equal to 90 days as a full-time teacher. However, he or she may not begin to accumulate days to make up a new year of experience before having completed 135 days.¹

27. The first paragraph of subclause a) of clause 6-3.01 is replaced by the following:

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

28. The second footnote of clause 6-5.01 is replaced by the following:

- ² As defined in clause 1-1.41

29. The title of article 6-6.00 is replaced by the following:

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

30. The first paragraph of clause 6-6.01 is replaced by the following:

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

31. Subclause f) of clause 6-6.03 is replaced by the following:

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

32. The second paragraph of clause 7-1.01 is replaced by the following:

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

33. The following clause 10-2.06 is added:

10-2.06 (Protocol)

The changes made to the agreement to introduce the status of “replacement teacher” shall not have the effect of modifying the rights and benefits that teachers had as part-time teachers, prior to the changes, or the meaning of the provisions concerned.

In the case of inconsistency of a modified provision, the agreement signed on April 6, 2011 prevails.

¹ See Appendix XII.

34. Clause 10-14.01 is replaced by the following:

This article applies to full-time teachers, part-time teachers, replacement teachers, teachers-by-the-lesson, hourly paid teachers and casual supply teachers.

35. Clause 11-1.05 is replaced by the following:

The board may assign other teaching hours to a teacher who already has a part-time or replacement teacher contract or who was engaged at an hourly rate, regardless of the provisions of clause 11-2.03, when it deems it is best for the teaching to be provided.

36. The first paragraph of clause 11-2.03 is replaced by the following:

When the board decides to engage an hourly paid teacher or must engage a part-time or replacement teacher, it shall offer the position to the teacher on the recall list who has the most teaching hours in the specialty concerned.

37. The first paragraph of clause 11-2.05 is replaced by the following:

On July 1 of each school year, the board shall add to the recall list, by specialty, the names of the new teachers who worked in the adult education sector during the preceding school year as hourly paid, part-time or replacement teachers whom it decides to recall.

38. The title of article 11-3.00 is replaced by the following:

FULL-TIME, PART-TIME OR REPLACEMENT TEACHERS

39. Clause 11-3.01 is replaced by the following:

Article 11-2.00 applies to part-time or replacement teachers employed directly by the board to teach adults within the framework of adult education courses under the jurisdiction of the board.

40. Clause 11-3.02 is replaced by the following:

Articles 11-3.00 to 11-17.00 apply to regular teachers, full-time teachers, part-time teachers or replacement teachers employed directly by the board to teach adults within the framework of adult education courses under the jurisdiction of the board.

41. The second paragraph of clause 11-8.01 is replaced by the following:

The provisions of article 5-1.00, except for Section B, apply with any necessary changes, provided that they apply to regular teachers, full-time teachers, part-time teachers or replacement teachers.

42. Clause 11-8.02 is replaced by the following:

If the board decides to engage a part-time or replacement teacher, it shall proceed according to article 11-2.00 and this article.

43. Clause 11-8.03 is replaced by the following:

The board shall offer a part-time or replacement teacher contract in the following cases:

- a) to provide, during the same school year, a predetermined number of teaching hours equal to or greater than 240 hours;
- b) to provide, during the same school year, a number of teaching hours over and above the 240 hours already taught, provided that the number of hours exceeding the 240 hours in that school year be predetermined as equal to or greater than 25 hours.

When the board assigns additional teaching hours to a teacher who has a part-time or replacement teacher contract, the board shall add those teaching hours¹ to the number of teaching hours specified in the contract.

44. Clause 11-8.06 is replaced by the following:

Notwithstanding clause 11-8.01, the board may reduce the duration of a part-time or replacement teacher contract or the number of hours specified in the contract to take into account a decline in student enrollment.

45. Subclause c) of clause 5-2.05 of clause 11-9.01 is replaced by the following:

- c) For each school year during which a teacher had a part-time or replacement teacher contract, a fraction of a year proportional to his or her teaching load in relation to a full annual teaching load shall be recognized.

46. Subclause d) of clause 5-2.07 of clause 11-9.01 is replaced by the following:

- d) if more than 24 consecutive months have elapsed since the expiry of the contract of engagement of the part-time teacher, replacement teacher or teacher-by-the-lesson and his or her reengagement by the board, unless he or she is engaged by the board as an hourly paid teacher to provide at least 50 teaching periods, other than a replacement, in each of the school years since his or her contract expired. However, this provision shall have no retroactive effect prior to February 1, 2006.

47. The first paragraph of clause 11-12.05 is replaced by the following:

Part-time or replacement teachers are also entitled to a number of hours devoted to activities carried out during pedagogical days or parts of pedagogical days to be determined by the board. The number of hours² devoted to such activities shall be determined on the basis of the hours specified for the regular teacher proportional to the number of teaching hours specified in the part-time or replacement teacher's contract in relation to a full annual teaching load.

48. Clause 12-2.02 is replaced by the following:

The amount of the isolation and remoteness premium for each of the sectors mentioned in clause 12-1.03 to which a part-time teacher, a replacement teacher or a teacher-by-the-lesson is entitled shall be in proportion to the workload that he or she assumes in relation to the workload of a full-time teacher.

49. The third dash of clause 12-8.01 is replaced by the following:

- the premium rates and the calculation of the premium for part-time or replacement teachers prescribed in article 12-2.00;

50. Clause 13-2.06 is replaced by the following:

The board may assign other teaching hours to a teacher who already has a part-time or replacement teacher contract or who was engaged at an hourly rate, regardless of the provisions of clause 13-3.04, when it deems that it is best for the teaching to be provided.

51. The first paragraph of clause 13-3.04 is replaced by the following:

When the board decides to hire an hourly paid teacher or must hire a part-time or replacement teacher, it shall offer the position to the teacher on the recall list who has the most teaching hours on the recall list in the category or subcategory concerned.

¹ In the case of replacement, the teaching hours shall be added only if they exceed 12 consecutive hours of absence of a full-time, part-time or replacement teacher.

² If the number of hours thus obtained is not a whole number, the following formula applies: if the fraction is less than 0.5, it is dropped; if the fraction is equal to or greater than 0.5, the fraction is rounded off to the next whole number.

52. The first paragraph of clause 13-3.06 is replaced by the following:

On July 1 of each school year, the board shall add to the recall list the names of the new teachers who worked in the vocational training sector during the preceding school year as hourly paid, part-time or replacement teachers whom it decides to recall.

53. The title of article 13-4.00 is replaced by the following:

FULL-TIME, PART-TIME OR REPLACEMENT TEACHERS

54. Clause 13-4.01 is replaced by the following:

Article 13-3.00 applies to part-time or replacement teachers employed directly by the board to teach students within the framework of vocational training courses under the jurisdiction of the board.

55. Clause 13-4.02 is replaced by the following:

Articles 13-1.00 and 13-4.00 to 13-18.00 apply to regular teachers, full-time teachers, part-time teachers or replacement teachers employed directly by the board to teach students within the framework of vocational training courses under the jurisdiction of the board.

56. Clause 13-9.01 is replaced by the following:

Engagement shall be the responsibility of the board.

The provisions of article 5-1.00, except for clause 5-1.06 and Section B, apply with any necessary changes, provided that they apply to regular teachers, full-time teachers, part-time teachers or replacement teachers.

Clause 5-1.06 is replaced by the following:

A part-time teacher whom the board hires between July 1 and December 1 to carry out a full-time teacher's full-time workload until the end of the school year shall be entitled to a full-time contract as of the date of his or her entry into service.

Following a full-time teacher's departure, the board must hire a full-time teacher. The board must determine the category or subcategory in which it hires a full-time teacher. The union may make recommendations to the board in this regard.

Should the board hire a part-time teacher to carry out the workload of a full-time teacher who permanently leaves the board after December 1, the board shall grant a full-time contract as of the following school year.

Notwithstanding the preceding two paragraphs, the board shall not hire a full-time teacher if this has the effect of creating excess of teaching staff¹ in one of the categories or subcategories in the vocational training sector.

The granting of a full-time contract is subject to the application of the provisions of clause 5-3.36.

This clause applies to the courses financed by the Ministère only.

57. Clause 13-9.02 is replaced by the following:

When the board decides to hire a part-time or replacement teacher, it shall proceed according to article 13-3.00 and this article.

¹ Within the meaning of article 13-11.00 dealing with security of employment

58. Clause 13-9.03 is replaced by the following:

The board shall grant a part-time or replacement teacher contract in the following cases:

- a) to provide, during the same school year, a predetermined number of teaching hours equal to or greater than 216 hours;
- b) to provide, during the same school year, a number of teaching hours over and above the 216 hours already taught, provided that the number of hours exceeding the 216 hours in that school year be predetermined as equal to or greater than 25 hours.

When the board assigns additional teaching hours to a teacher who has a part-time or replacement teacher contract, the board shall add those teaching hours¹ to the number of teaching hours specified in the contract.

59. Clause 13-9.06 is replaced by the following:

Notwithstanding clause 13-9.01, the board may reduce the duration of a part-time or replacement teacher contract or the number of hours specified in the contract to take into account a decline in student enrollment.

60. Subclause c) of clause 5-2.05 of clause 13-10.01 is replaced by the following:

- c) For each school year during which a teacher had a part-time or replacement teacher contract, a fraction of a year proportional to his or her teaching load in relation to a full annual teaching load shall be recognized.

61. Subclause d) of clause 5-2.07 of clause 13-10.01 is replaced by the following:

- d) if more than 24 consecutive months have elapsed since the expiry of the contract of engagement of the part-time teacher, replacement teacher or teacher-by-the-lesson and his or her reengagement by the board, unless he or she is engaged by the board as an hourly paid teacher to provide at least 50 teaching periods, other than a replacement, in each of the school years since his or her contract expired. However, this provision shall have no retroactive effect prior to February 1, 2006.

62. The second paragraph of clause 13-15.06 is replaced by the following:

The board shall distribute the days after consultation with the union. However, a teacher shall be guaranteed a minimum period of four weeks' vacation. The four weeks shall be taken in the month of July, unless the teacher's presence is required because of the specific nature of certain courses or because of a period specified in a part-time or replacement teacher contract of six months or less.

¹ In the case of replacement, the teaching hours shall be added only if they exceed 12 consecutive hours of absence of a full-time, part-time or replacement teacher.

63. The following Appendix I-d is added:

APPENDIX I-d

CONTRACT OF ENGAGEMENT OF REPLACEMENT TEACHER

CONTRACT OF ENGAGEMENT

between

_____ SCHOOL BOARD
hereinafter called the BOARD,

and

SURNAME: _____ GIVEN NAME: _____
SEX: F ☐ M ☐

hereinafter called the TEACHER.

The board and the teacher agree as follows:

I- OBLIGATIONS OF THE TEACHER

- a) The teacher hereby undertakes, for all legal purposes, to teach as a replacement teacher in the schools of the board.
- b) The teacher undertakes to teach for the board according to the terms established hereinafter:

N.B. To be completed by the board in accordance with clause 1-1.27.

- c) The teacher declares that he or she was born _____
at: _____ (place)

on the _____ .
(year, month, day)

- d) The teacher agrees to comply with the law, with the regulations applicable to teachers in the employ of school boards, with the resolutions and regulations of the board not contrary to the provisions of the collective agreement, as well as with the collective agreement.
- e) The teacher undertakes to provide the board, without delay, with the information and documents necessary to establish his or her qualifications and experience.
- f) The teacher undertakes to provide the board, without delay, with all other information and certificates required by the board before the date of this contract.
- g) It is the teacher's duty to comply with the regulations applicable to teachers in the employ of school boards and to carry out the duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The board undertakes to pay the salary and to grant the teacher all the rights and benefits prescribed in the collective agreement.

Reference: clause 5-1.02

III- GENERAL PROVISIONS

- a) This contract of engagement takes effect on _____ 20 ____ and expires on the earlier of the following dates:
- on _____ 20 ____ or upon the return of the teacher who is replaced under clause 5-1.04:
- _____
- b) The provisions of the collective agreement are an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed at _____ this _____ day of the month of _____ 20 ____ .

For the board: _____

Teacher: _____

(name)

(address)

Witness: _____

(name)

(address)

64. Example I of Appendix XII is replaced by the following:

I- Teacher X is currently paid at

After | 90 days

+ |

After | 45 + | 90 days

(135) |

After + | 45 + | 90 days

(135) |

After | 45 + | 90 days

(135) |

After one year full-time + | (6-2.02)

After part-time, replacement, | 45 + 90 days

by-the-lesson (135)

or casual supply teacher

<u>Years of experience</u>	<u>Steps</u>
0	1
1	2
2	3
3	4
4	5
5	6
6	7

65. Appendix XXXVII is replaced by the following:

APPENDIX XXXVII	TEACHERS COVERED BY CHAPTER 11-0.00 (ADULT EDUCATION) OR CHAPTER 13-0.00 (VOCATIONAL TRAINING) WHO ARE ELIGIBLE FOR A PART-TIME OR REPLACEMENT TEACHER CONTRACT BUT WHO DO NOT HAVE A TEACHING LICENCE
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The following provision applies to a teacher covered by Chapter 11-0.00 (adult education) or Chapter 13-0.00 (vocational training) who is eligible for a part-time or replacement teacher contract under the terms of the agreement applicable to him or her, but who does not have a teaching licence: if the teacher concerned cannot, by law, be exempted from the obligation of having a teaching licence, he or she may nonetheless be hired at an hourly rate to provide the hours of teaching he or she would have provided, had he or she had a part-time or replacement teacher contract under the terms of the agreement, were it not for the fact that he or she does not have a teaching licence.

66. Coming into force

This agreement comes into force on July 1, 2012.

IN WITNESS WHEREOF, the parties signed in Québec on this 29th day of the month of June 2012.

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

**For the Quebec Provincial Association
of Teachers (QPAT)**

(signed) Anne-Marie Lepage

Anne-Marie Lepage
President, CPNCA

(signed) Éric Bergeron

Éric Bergeron
Vice-president, CPNCA

(signed) André Guérard

André Guérard
Negotiator, CPNCA

(signed) Joanne Simoneau-Polenz

Joanne Simoneau-Polenz
Negotiator, CPNCA

(signed) Olivier Dolbec

Olivier Dolbec
Negotiator