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CHAPTER 1-0.00 DEFINITIONS

1-1.00 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.

1-1.01 QESBA

The Quebec English School Boards Association.

1-1.02 QPAT

The Quebec Provincial Association of Teachers.

1-1.03 Staff assistant

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

1-1.04 Year of schooling

Every complete year of schooling recognized as such for a teacher 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 entente.

1-1.05 Year of experience

Every year recognized in accordance with article 6-4.00.

1-1.06 School year

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

1-1.07 Provincial Relocation Bureau or Bureau

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

1-1.08 Category

Until the last workday of the 2000-2001 school year, any of the categories defined in subclause A) of clause 6-2.01.

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).

1-1.09 CPNCA

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

1-1.10 Centre

An educational institution under the authority of a principal, the object of which is to provide instruction to students enrolled in adult or vocational education services; an institution may be located on several premises or in several buildings at its disposal.¹

1-1.11 Board

The school board: _____
(name of employer school board)

1-1.12 Spouse

Persons:

- a) who are married and cohabit;
- b) 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 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 Collective agreement or agreement

All the stipulations of the entente, as well as the stipulations negotiated and agreed upon at the local or regional level, or those made in lieu thereof, as well as, if need be, local arrangements, in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

1-1.14 Principal

The person appointed by the board in a school or centre who exercises authority in accordance with the Education Act (R.S.Q., c. I-13.3) 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 in accordance with the Education Act (R.S.Q., c. I-13.3).

¹ See article 10-10.00, Local Arrangements.

1-1.16 School administration

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

1-1.17 Scale

As of the first workday of the 2001-2002 school year, any of the scales defined in subclause B) of clause 6-2.01.

1-1.18 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.

1-1.19 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 or vocational education services; an institution may be located on several premises or in several buildings at its disposal.¹

1-1.20 Teacher

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

1-1.21 Teacher-by-the-lesson

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

1-1.22 Part-time teacher

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

1-1.23 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 I-a.

¹ See article 10-10.00, Local Arrangements.

1-1.24 Teacher on availability

Status of a regular tenured teacher in surplus.

1-1.25 Itinerant teacher

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

1-1.26 Regular teacher

A teacher engaged by a tacitly renewable annual contract.

1-1.27 Teacher-specialist in guidance

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

1-1.28 Entente

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

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 Partial integration

Partial integration refers to the process by which a student participates for part of his or her time in school in educational activities of a group of students with handicaps or social maladjustments or learning disabilities and is integrated for the remaining time into a regular group.

1-1.33 Total integration

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.

1-1.34 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:

- a) a teaching diploma;
- b) a teaching permit;
- c) a provisional teaching authorization.

1-1.35 Ministère

The Ministère de l'Éducation du Québec.

1-1.36 Minister

The Minister of Education of Québec.

1-1.37 Grouping plan

Plan grouping the categories and subcategories of teachers of English-language school boards for the purpose of identifying teachers to be declared excess, placed on availability or nonreengaged because of surplus, as prescribed in Appendix III.

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 as 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 Public and parapublic sectors

A school board, a college or an institution within the meaning of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2) as well as a government agency subject to the Act, and the civil service of Québec.

1-1.42 Specialist

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

1-1.43 Specialty

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

1-1.44 Casual supply teacher

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

1-1.45 Union

The union: _____
(name of the union of teachers in the employ of the board)

1-1.46 Salary

Remuneration in legal currency to which the experience step and category¹ in which a teacher is classified entitle him or her according to the salary scale prescribed in Section II of Appendix XXX and 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 this agreement.

The total remuneration includes the salary as defined previously as well as the supplements, premiums for regional disparities and lump sums, if any.

¹ As of the first workday of the 2001-2002 school year, the word "category" is replaced by "scale".

CHAPTER 2-0.00 FIELD OF APPLICATION AND RECOGNITION

2-1.00 FIELD OF APPLICATION

2-1.01 This agreement applies to all teachers covered by the certificate of certification and employed by the board to teach preschool, elementary and secondary school students under the authority of the board.

2-1.02 Without limiting the scope of the foregoing, this agreement applies to head teachers and staff assistants but does not apply to management personnel including principals and vice-principals, professional personnel, administrative personnel, technical personnel, secretarial personnel nor to the personnel of auxiliary and community services or school equipment services.

2-1.03 Notwithstanding clause 2-1.01, only the clauses or articles of the agreement in which they are specifically referred to as well as the grievance procedure prescribed in Chapter 9-0.00 for these same clauses apply to the following persons covered by the certificate of certification:

- a) a casual supply teacher;
- b) a teacher-by-the-lesson;
- c) 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 country or the Government of Québec.

2-1.04 This 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 country. However, the board shall consider every such teacher as if he or she were one of its other teachers, when applying the provisions of Chapter 8-0.00.

2-1.05 Notwithstanding clause 2-1.01, only Chapter 11-0.00 applies to teachers covered by the certificate of certification and employed directly by the board to teach adults within the framework of adult education courses under the authority of the board by virtue of the authorization of the Minister prescribed in the Education Act (R.S.Q., c. I-13.3).

2-1.06 Notwithstanding clause 2-1.01, only Chapter 13-0.00 applies to vocational education teachers covered by the certificate of certification and employed directly by the board to teach students within the framework of vocational education courses under the authority of the board by virtue of the authorization of the Minister prescribed in the Education Act (R.S.Q., c. I-13.3).

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 QESBA, the Minister, the CPNCA and the QPAT for the purpose of dealing with any issue relating to the application and interpretation of the provisions of the entente.
- 2-3.02** The board and the union recognize the QESBA, the Minister, the CPNCA and the QPAT 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 A Leaves of absence without loss of salary, supplements or premiums for regional disparities, without reimbursement by the union and without deductions from the bank of authorized days

3-6.01 Every meeting or assembly 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 B Leaves of absence without loss of salary, supplements or premiums for regional disparities but for which the union shall reimburse the board and with deductions from the bank of authorized days

3-6.04 Every union representative or 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) However, the maximum number of days of absence authorized per year under this section for all the following unions shall be:

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

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

- 3-6.06** a) At the written request of the union or the QPAT before June 20, the board shall release, on a full-time basis for the entire following school year, every teacher designated by the union or the QPAT.
- b) At the written request of the union before June 20, the board shall release, on a part-time basis for the following school year, every teacher designated by the union or the QPAT.
- 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 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 QPAT asks it to pay.

The union or the QPAT, 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.

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

- 3-6.10** Any teacher not released who is a member of the QPAT board of directors shall be released to attend meetings of the said board of directors. In this case, reimbursement shall be made by the QPAT in accordance with the provisions of subclause d) of clause 3-6.05.

Section D Leaves of absence without salary for union activities

- 3-6.11** At the written request of the union or the QPAT before June 20, every teacher required and designated by the union or the QPAT 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 QPAT. Clause 3-6.12 does not apply to a teacher referred to in this clause.

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

Section E General provisions

- 3-6.12** Every teacher released under this article shall retain all the rights and benefits which he or she would receive under the agreement as if he or she were at work, unless the agreement stipulates otherwise.

- 3-6.13** Unless this article stipulates otherwise, every absence prescribed in this article must be preceded by a written notice to the school administration. Barring uncontrollable circumstances, the notice must be given 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 I Contracts of engagement****5-1.01** Engagement shall be the responsibility of the board.

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

5-1.02 The engagement of a full-time teacher, a part-time teacher or a teacher-by-the-lesson shall be made by contract according to the appropriate contract found in Appendix I-a, I-b or I-c, as the case may be.**5-1.03** Subject to clause 5-1.05 and article 5-8.00, the contract of engagement of a teacher who is employed as a full-time teacher shall be an annual contract of engagement which is tacitly renewable.**5-1.04** The contract of engagement of a 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 stipulated in the contract or shall depend on the occurrence of an event which is specifically prescribed in the contract. In this latter case, if the contract of engagement stipulates both a date and the occurrence of an event, the contract shall expire on the earlier date.

The contract of engagement of a 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 on the last day during which students are present in school during the current school year as established in the school calendar, whichever date is first.

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

- a) 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;
- b) 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;
- c) on the date or occurrence of the event prescribed in all other cases; if the contract stipulates both a date and the occurrence of an event, the contract shall expire on the earlier date.

5-1.05 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.**5-1.06** Except for replacement, a part-time teacher whom the board engages between July 1 and December 1 to carry out the workload prescribed for the full-time teacher until the end of the school year shall be entitled to a full-time contract as of the date stipulated for his or her entry into service.

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

5-1.07 The teacher-by-the-lesson to whom the board assigns, as a weekly average, more than one third (1/3) of the annual workload of a full-time teacher shall be entitled to a part-time teacher's contract, if he or she so requests the board at the time of engagement.

5-1.08 The board shall offer a part-time contract to the casual supply teacher whom it engages to replace a full-time or part-time teacher whose period of absence has been predetermined as being longer than forty (40) consecutive working days.

Notwithstanding the preceding paragraph, after sixty (60) consecutive working days of absence of a full-time or part-time teacher, the board shall offer a part-time contract to the casual supply teacher who replaced the teacher during the entire absence. The contract shall be retroactive to the first workday for a replacement beginning on the date of the coming into force of this entente. One or more absences of the casual supply teacher totalling three (3) days or less during the accumulation of these sixty (60) working days of replacement shall not interrupt the accumulation.

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

5-1.09 A teacher may not be required to take courses or meet particular requirements in order to obtain legal qualifications other than those he or she already has or is preparing to acquire.

Provisions respecting priority of employment lists¹

5-1.10 The existing priority of employment lists under clauses 5-1.11 to 5-1.20 of the 1995-1998 agreement shall continue to exist under this article.

- 5-1.11**
- a) As of July 1 of each year, the board shall draw up priority of employment lists by teaching category for the purpose of granting part-time contracts in the youth sector and shall forward, before July 31, a copy thereof to the union.
 - b) The name of a teacher may not appear on more than one priority of employment list.
 - c) Should the teacher be eligible to be placed on more than one priority of employment list, the teacher shall decide on which list his or her name shall be entered.

5-1.12 To be eligible to be placed on a priority of employment list, the teacher must meet one of the following conditions:

- a) was, on the date of the coming into force of the agreement, on an existing priority of employment list under clauses 5-1.11 to 5-1.20 of the 1995-1998 agreement;
- b) has taught, on a part-time basis, within at least two (2) of the three (3) preceding years and whom the board has decided to include on the list or to recall to work;

¹ See article 10-10.00, Local Arrangements.

- c) was entered on the priority of employment list, obtained a full-time contract, was nonreengaged because of surplus, is no longer eligible for a full-time contract prescribed in subclause a) of clause 5-3.35 and remains eligible to be placed on the priority of employment list.

5-1.13 The following teachers are excluded from all priority of employment lists:

- a) the teacher who is employed full-time;
- b) the teacher who is not legally qualified within the meaning of clause 1-1.34.

5-1.14 The teacher whose name appears on a priority of employment list and who is granted a regular teaching contract shall retain a priority of employment for a part-time 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.

5-1.15 The names of eligible teachers shall be entered on the priority of employment lists by order of seniority as established in accordance with clause 5-2.05.

Notwithstanding subclause d) of clause 5-2.07, a teacher shall not lose seniority as long as he or she remains eligible to be placed on a priority of employment list.

5-1.16 Except in the case prescribed in the second paragraph of clause 5-1.08, the board that must hire a part-time 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.

5-1.17 The teacher who has a part-time contract may, if he or she so agrees, be assigned additional teaching periods in the same subject within the same school if the timetable of the school so permits without entailing other changes and until such time as he or she acquires a full teaching load but without changing his or her status of part-time teacher.

5-1.18 The priority of employment lists shall be updated on July 1 of each year according to the cumulative durations of the part-time contracts of each teacher whose name appears on the lists concerned and the full-time contracts of teachers referred to in paragraph c) of clause 5-1.12, where applicable. The board shall send a copy of the lists to the union before July 31 of each year.

5-1.19 A teacher's name may be removed from the priority of employment list for one of the following reasons:

- a) the refusal of an offer of employment except in the case of:
 - i) a maternity or paternity leave covered by law;
 - ii) a disability or work accident within the meaning of the agreement;
 - iii) a full-time position with the local union or QPAT;
 - iv) the board and the union agreeing to reasons other than those mentioned above;

- b) the acquisition of full-time employment;
- c) not having worked for two (2) years.

Section II Engagement (subject to security of employment, priorities of employment and acquisition of tenure)

- 5-1.20** 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).

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

- 5-1.21** 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).

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, 1999 shall retain the seniority already acquired on that date. The same shall apply to the person who is not in the employ of the board as a teacher on June 30, 1999 but who is entitled to seniority for the period prior to July 1, 1999 in accordance with the provisions of this agreement.
- b) Every person who, before December 31, 1982, held a position other than that of a teacher or nonteaching professional with the board and who joins the teaching body after June 30, 1999 shall have the years prior to December 31, 1982 during which he or she held such a position recognized as years of seniority, up to a maximum of eight (8) years.
- c) Every person who, between January 1, 1983 and June 30, 1999, held a position other than that of a teacher or nonteaching professional with the board and who joins the teaching body after June 30, 1999 shall have the years during which he or she held such a position recognized as years of seniority, up to a maximum of two (2) years.
- d) Subject to the provisions of this clause, seniority shall be calculated as of July 1, 1999 according to the provisions which follow.

5-2.02 Seniority shall signify the period of employment:¹

- a) at the board; however, the period of employment in positions other than those of teacher or nonteaching professional as well as the period of employment defined under subclause c) of clause 5-2.01 shall not be accumulated for more than two (2) years, without prejudice to the seniority established in accordance with the other provisions of clause 5-2.01;

¹ See Appendix II (Calculation of Seniority).

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

5-2.03 Seniority shall be determined only for teachers under contract.

5-2.04 Seniority shall be determined in terms of years and fractions of years. However, the time spent as a casual supply teacher shall not be counted. Nevertheless, the time that a teacher spent as a casual supply teacher in a position for which he or she is now the incumbent shall be counted.

5-2.05 a) The seniority of a full-time teacher shall be determined as follows:

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

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

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, divided by two hundred (200).

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

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, divided by two hundred (200).

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

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

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

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

n = fraction of a year of seniority

When the result of this formula is a decimal, it is dropped if the decimal is less than 0.5 or it is rounded off to the next whole number, if it is equal to or greater than 0.5.

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

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- 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 or change in the legal structures (including the disappearance of the board to the benefit of one or more boards); the seniority of the said teacher shall be the same as 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) 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 one (1) school year has 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.
- 5-2.08** Within sixty (60) days of the date of the coming into force of this agreement and on or before November 30 of each year or at another date agreed upon 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. Subsequently, unless the board and the union agree to correct the list, the seniority so established in accordance with this article 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.
- 5-2.09** If the union contends that the board has not established, in accordance with this article, the seniority of a teacher in its employ, it may submit the grievance to arbitration within sixty (60) days after the union receives the first seniority list provided by the board following the coming into force of this agreement and, subsequently, within forty (40) days after the union receives the seniority list for each subsequent year.
- Such a grievance must be entered on the arbitration roll and must be given priority over any other grievance. The arbitrator must hear the grievance and render a decision also with priority over any other. However, the arbitrator's decision may be limited to a brief description of the case 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 newly engaged individual 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 concerned. The union may only contest it within thirty (30) days of the receipt of the notice. Clauses 5-2.08 and 5-2.09 apply to this teacher by making the necessary changes.
- 5-2.11** In no case shall more than one year of seniority be recognized per year.

5-2.12 Seniority recognized for a teacher by an institution in accordance with this agreement or the administrative policy in force in the institution at the time the board takes over the teaching services of an institution under the Ministère de la Santé et des Services sociaux shall be recognized by the board and any additional seniority shall be added thereto, in accordance with the provisions of this article.

5-2.13 Seniority recognized for a teacher under clause 11-9.01 or 13-10.01 shall apply for the purpose of this article and any additional seniority shall be added to the seniority already recognized.

5-2.14 Within one hundred and eighty (180) days of the coming into force of this agreement or, as the case may be, within one hundred and eighty (180) days of her engagement, every teacher who so requests the board in writing shall have recognized, for the purpose of seniority, the number of years or portion of a year corresponding to the number of years accumulated as a teacher for a period prior to the obligation to resign due to marriage or maternity (including the adoption of a child) or a dismissal carried out by the board for the same reasons pursuant to a regulation or written policy of the board.

Within thirty (30) days of the request, the board shall inform the teacher and the union of the seniority that it recognizes for her under the preceding paragraph; the union may only contest it within thirty (30) days of receipt. Clause 5-2.08 applies to this teacher by making the necessary changes.

5-2.15 The seniority that the teacher acquires at the board under clause 5-3.38 shall be recognized by the board, including the necessary adjustments, and any additional seniority shall be added thereto, in accordance with the provisions of this article.

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

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

5-2.16 Notwithstanding clauses 5-2.01, 5-2.02 and 5-2.08, the years of service defined in article 8 of the Protocole d'intégration des professeurs de l'État du Québec aux commissions scolaires shall be recognized by the board as years of seniority and any additional seniority shall be added thereto in accordance with the provisions of this article.

This clause applies only to the teacher who meets the following conditions:

- a) he or she is in the employ of the board;
- b) he or she is covered by the Protocole d'intégration des professeurs de l'État du Québec aux commissions scolaires (SPEQ);
- c) he or she has not lost his or her seniority as a result of the application of clause 5-2.07 of this agreement or of the corresponding clause in former collective agreements since his or her integration into a board by virtue of the said protocol; however, for the years of service as defined in article 8 of the said protocol, the condition prescribed in this subclause shall not apply if the only reason that causes him or her to lose seniority results from the fact that the teacher was engaged by a board which is not located within the jurisdictional territory of the regional board;
- d) he or she submits a written request to the board so that this clause may apply to him or her within ninety (90) days of the coming into force of this entente.

Within thirty (30) days of the request, the board shall inform the teacher and the union of the seniority that it recognizes for him or her under this clause; the union may only contest it within thirty (30) days of receipt. Clauses 5-2.08 and 5-2.09 apply to this teacher by making the necessary changes.

5-2.17 Notwithstanding any provision to the contrary, the seniority list in effect at the board on the date of the coming into force of this entente shall be deemed valid for the purpose of applying this agreement until the date of the coming into force of the new seniority list established according to this article.

5-3.00 SECURITY OF EMPLOYMENT SYSTEM

Section A General provisions

5-3.01 Security of employment shall be ensured by all boards. The counterpart of security of employment shall be mobility of personnel.

5-3.02 Except where the case is as provided in clause 5-3.36, the provisions of this article shall 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 Solely for the purpose of this article, tenure shall be 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 a full-time regular employee in another position at the board since his or her engagement.

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.

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.

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- 5-3.04** The regular teacher who has acquired his or her tenure by virtue of this article and who is placed on availability by his or her board under clause 5-3.21 shall be entitled to security of employment and shall be considered as a teacher on availability.
- 5-3.05** Should the teacher be placed on availability in accordance with the provisions of this article, this article shall take precedence over any provision of his or her contract of engagement which could prove to be incompatible with a provision of this article.
- 5-3.06**
- a) A leave of absence for union activities, a parental leave by virtue of article 5-13.00, an absence due to disability or employment injury, special leaves, a leave of absence for matters related to education, an educational leave with or without salary as well as any other leave for which this agreement provides the payment of salary shall constitute service for the purpose of acquiring tenure.
 - b) A nonreengagement because of surplus followed by a reengagement by the board or engagement by another board during the following school year shall not interrupt continuous service.
 - c) Insofar as his or her employment ties have not been severed, the teacher's acquisition of tenure shall be delayed proportionally in the case of an interruption in his or her service for reasons other than those mentioned in subclauses a) and b).
 - d) The tenure and years of experience of a tenured teacher who leaves a board for another board, following a resignation submitted in accordance with article 5-9.00, shall be recognized.
- 5-3.07** In order to avoid an increase in the surplus of personnel, a regular teacher cannot be in the service of another board or teaching institution in the education sector except with the board's approval.
- 5-3.08** Clauses 5-3.10 to 5-3.35 apply to both teachers in service and those who are on leave with or without salary or who are absent because of disability for all or part of the current school year or the following school year. Clauses 5-3.10 to 5-3.20 do not apply to teachers on availability within the meaning of this article.
- For the purpose of applying this article, if the board must take seniority into account and 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.
- 5-3.09**
- a) The provisions of this clause apply only to the teachers of a school or, where applicable, part of a school which closes and solely if the instruction dispensed to the students affected by the closing will be provided at another school within the board for the following school year.
 - b) The teachers affected by a closing may be transferred provisionally to the school or schools where such instruction will be provided for the following school year. In its decision concerning a provisional transfer, the board shall take into account, among other factors, the number and type of students registered in each school and the preferences expressed by the teachers.
 - c) Before March 1 preceding the partial or total closing of a school, the board shall notify the teachers affected by a provisional transfer.

- d) Once notified, the teachers concerned shall be considered as belonging to the staff of the school to which they are transferred for the purpose of applying section B of this article.¹

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

- 5-3.10** On the basis of the organization of the services of the school, the principal shall, after consulting the teachers of the school, inform the board of its teaching staff needs required to implement the school's educational project, while taking into account the subject-time allocation. Before April 30 of each year, the board shall determine the provisional staff needs for the following school year in accordance with the provisions relating to the teacher's workload and the rules concerning the formation of student groups. If, following the application of this clause, the forecasts of the said needs result in an excess of staff in one or more categories or, where applicable, subcategories of teachers of the board in accordance with the grouping plan prescribed in Appendix III, clauses 5-3.11 to 5-3.20 apply.

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

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

is greater than:

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

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

- 5-3.11** In cases where there is an excess of staff, the board shall identify within each category or, where applicable, subcategory, the teachers with the least seniority in the category or subcategory, up to the total number of teachers foreseen as excess for such category or subcategory according to clause 5-3.10.

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

- 5-3.12** Each year before April 30, the school administration shall inform the school council and the teachers of the provisional needs in staff for the following school year. If the forecasts of the said provisional needs result in an excess of staff in one or more categories or, where applicable, subcategories of teachers in the school in accordance with the grouping plan prescribed in Appendix III, clauses 5-3.13 to 5-3.20 apply.

¹

See article 10-10.00, Local Arrangements.

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

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

is greater than:

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

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

5-3.13 In cases where there is an excess of staff, the school administration shall proceed in the following order, within each category or, where applicable, subcategory of teachers in the school in accordance with the grouping plan prescribed in Appendix III:

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

5-3.14 If, following the application of the preceding clause, a staffing need exists in one of the categories or subcategories of teachers in one or more schools, the school board or school administration, as the case may be, shall attempt to fill such a need before June 1 in accordance with the provisions of article 5-21.00.

5-3.15 The board shall draw up a list by category or, where applicable, subcategory of teachers who remain excess following the application of clause 5-3.14.

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

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

5-3.16 The board shall draw up a list for all categories and subcategories of teachers identified in clause 5-3.11 and of the regular nontenured teachers who have not been declared excess or who have not been displaced by excess teachers according to the provisions of clause 5-3.15.

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

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

5-3.17 The excess teacher who displaced another teacher shall be subject to a transfer to the school foreseen for the latter for the following school year.

5-3.18 The board must, before June 1, notify the teacher referred to in clause 5-3.17 of the name of the school to which he or she is transferred for the following school year.

5-3.19 The excess teachers who were not identified in clause 5-3.11 and who did not displace a teacher according to clauses 5-3.15 and 5-3.16 shall be assigned to regular substitution for the following school year, according to article 5-21.00.

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

- 5-3.20**
- a) Notwithstanding the provisions of clauses 5-3.15 and 5-3.16, no teacher shall be obliged to displace another teacher in a school which is situated more than fifty (50) kilometres¹ from the school where he or she is teaching at the time of the displacement and which is also more than fifty (50) kilometres from his or her domicile at the time of the displacement.
 - b) However, the principle established in the preceding subclause a) shall not apply in the case of the closing of the school of the teacher who is displacing if there is no other school within the said fifty (50)-kilometre radiuses.
 - c) The teacher who displaces another teacher by virtue of clause 5-3.15 or 5-3.16 shall be reimbursed for the moving expenses prescribed in Appendix IV, under the conditions prescribed therein, if such a displacement necessitates the teacher's moving.
 - d) For the purpose of applying this clause, "school" designates the building where the teacher provides the major portion of his or her teaching.

Section C Placement on availability and nonreengagement

5-3.21 The board shall proceed, as the case may be, with the nonreengagement because of a surplus of regular teachers, referred to in the second paragraph of clause 5-3.19, who have not acquired their tenure or with their placement on availability if they have acquired tenure.

5-3.22 Moreover, the board shall proceed with the nonreengagement because of surplus of every regular teacher who has not acquired tenure and who is not considered excess as a result of the application of section B of this article if a teacher on availability at the board or, if he or she is referred by the Bureau, at another board, can fill the position foreseen for the said nontenured teacher for the following school year and thus end his or her placement on availability. However, such a movement shall occur only if the board deems that the teacher meets the requirements stipulated under clauses 5-21.05 and 5-21.06 for the position to be filled for the following school year.

¹ The distance shall be calculated by the most direct public route usually used.

- 5-3.23** The board must, on or before June 1 of the current school year, notify in writing, by registered letter, certified mail or otherwise, the teacher who is subject to a placement on availability or, as the case may be, nonreengagement because of surplus of personnel for the following school year.

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

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

- 5-3.24** Subject to the following provisions, the teacher on availability shall maintain his or her status of regular teacher.

- a) The teacher on availability shall receive ninety (90) percent of the salary he or she would have received had he or she not been on availability.
- b) Notwithstanding subclause a), the teacher on availability shall receive the following salary:
 - i) eighty-five (85) percent of the salary he or she would have received had he or she not been on availability, if he or she is in his or her fourth or fifth consecutive year on availability;
 - ii) eighty (80) percent of the salary he or she would have received had he or she not been on availability, if he or she is in his or her sixth consecutive year or more on availability.
- c) Notwithstanding the foregoing, the teacher who is on an intensive retraining program prescribed in Appendix XXV shall receive one hundred (100) percent 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 a teacher on availability are used, on an annual basis, to a greater extent than these percentages in relation to a full-time teacher, so that the teacher whose services are used at one hundred (100) percent shall receive one hundred (100) percent of the salary he or she would have received had he or she not been on availability.
- e) For the first fifty (50) workdays of the school year, the teacher on availability shall be required to be present on a full-time basis. As of the fifty-first (51st) workday of the school year, the teacher on availability shall be required to be present at the times indicated by the board.¹
- f) The other monetary benefits such as those deriving from insurance plans, parental rights and regional disparities shall be proportional to the salary paid.
- g) Except for leaves without salary, the period of time on availability shall count as a period of service for the purpose of the four (4) pension plans currently in force (CSSP, RREGOP, TPP and PPCT).
- h) While the teacher is on availability, he or she shall accumulate experience as any other regular teacher, even though he or she is not receiving one hundred (100) percent of his or her salary.

¹

See article 10-10.00, Local Arrangements.

- i) As long as the teacher on availability has not been relocated to another board or to another teaching institution within 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 shall be assigned to duties compatible with his or her qualifications and experience, regardless of the teacher's general duties prescribed in article 8-2.00. The teacher may be assigned to the adult education or vocational education sector, even in the evening, provided that the mobility framework described in clause 5-3.26 is respected. With the teacher's consent, he or she may be assigned to a place of work outside the jurisdiction of the board.
- j) The teacher on availability shall be entitled to all the benefits of the agreement which are not incompatible with this article.
- k) Except for 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, 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.

5-3.25 Every teacher on availability in a board who is offered employment by another board or teaching institution within the education sector, which he or she is not obliged to accept by virtue of the other provisions of this article, may accept it in writing within seven (7) days of receiving the written offer of employment.

5-3.26 Every teacher on availability not relocated under clause 5-3.25 who, as of his or her placement on availability, is offered employment by another board or teaching institution within the education sector in a school¹ located within fifty (50) kilometres² from the school where he or she was teaching at the time of the notice of his or her placement on availability or within fifty (50) kilometres² from his or her domicile at the time of the notice of his or her placement on availability must accept it within seven (7) days of receiving such written offer of employment; for any written offer of employment made during the month of July, the seven (7)-day time limit shall begin as of August 1. However, the teacher concerned shall, in accordance with clause 5-3.36, retain for the first year of his or her placement on availability the right of recall to his or her original board until September 1 of the same school year.

The obligation to accept the engagement as stipulated in the preceding paragraph shall also apply to a position in the adult education and vocational education sectors.

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

5-3.27 Any tenured regular teacher may substitute for a teacher on availability provided that the board accept such a substitution. The teacher who has thus substituted 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.

¹ For the purpose of applying this clause, "school" designates the building where the teacher provides the major portion of his or her teaching.

² Whenever the distance of fifty (50) kilometres is mentioned in this article, it shall be calculated by the most direct public route usually used.

- 5-3.28** Every teacher on availability must, upon request, provide any information relevant to his or her employment security which does not appear in his or her file.
- 5-3.29** The teacher on availability must, within the framework of clause 5-3.26, or may, within the framework of clause 5-3.25, appear for an interview with another board or teaching institution in the education sector when either of the latter so requests, it being specified that such an obligation does not apply during the month of July. The teacher on availability shall then be entitled to be reimbursed for his or her travel and accommodation expenses, where applicable, according to the policy in effect at his or her board. In this case, the board shall allow the teacher to be absent without loss of salary, supplements or premiums for regional disparities applicable to him or her.
- 5-3.30** At the time of engagement by another board, the tenure, the years of experience and the seniority that the teacher on availability had when he or she left his or her board shall be recognized as shall be his or her bank of nonredeemable sick-leave days, and the right to the application of clause 6-5.02 if the only reason that would cause him or her to lose this right is the severing of his or her employment ties.
- 5-3.31** The teacher on availability engaged by another board may benefit from the moving expenses prescribed in Appendix IV under the conditions provided therein if, according to this same appendix, his or her engagement necessitates his or her moving.
- Furthermore, in the case where, according to this same appendix, the engagement of a teacher on availability by another board necessitates his or her moving and the move must be made between September 1 and June 30, the teacher on availability shall, from the board that engages him or her, be entitled to:
- 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 shall 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.
- 5-3.32** Subject to the right of recall prescribed in clause 5-3.26, at the time of the teacher's engagement by another board or teaching institution in the education sector, the teacher on availability shall resign from the board where he or she is on availability.
- 5-3.33** Every teacher on availability who is not relocated under clause 5-3.25 or who is not offered employment under clause 5-3.26 may resign without penalty from his or her board.
- 5-3.34** The failure of a teacher on availability to comply with any one of the obligations imposed under this article shall, for all legal purposes, constitute a resignation and shall entail the cancellation of all the rights that this agreement could grant him or her, including tenure.

Section E Rights and obligations of the teacher nonreengaged because of surplus

5-3.35 This clause applies only to a regular teacher who is nonreengaged because of surplus:

- a) The name of every teacher nonreengaged because of surplus shall be entered on the list of candidates of the Bureau and shall so remain as long as the teacher is not engaged by another board or another teaching institution in the education sector but for a period not exceeding three (3) years.
- b) A teacher nonreengaged because of surplus who is offered employment in another board or another teaching institution in the education sector must accept it in writing within seven (7) days of the receipt of the offer. Refusal or failure to accept the position thus offered within the time allotted shall automatically entail the cancellation of all rights that this agreement could grant him or her, except the right of recall provided for in subclause h) of this clause. However, the teacher shall not be required to accept the position so offered in a locality where he or she has already informed the Bureau in writing that he or she would not accept employment.
- c) A teacher nonreengaged because of surplus must, upon request, provide any information relevant to his or her security of employment which does not appear in his or her file.
- d) A teacher nonreengaged because of surplus must appear for an interview with another board or another teaching institution in the education sector when either of the latter so requests. In this case, the teacher nonreengaged because of surplus shall be entitled to be reimbursed by his or her original board for his or her travel and accommodation expenses, where applicable, according to the rates in effect at the board. In this case and, where applicable, the board shall allow the teacher to be absent without loss of salary.

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

- e) At the time of engagement by another board, the years of experience and the seniority that the teacher nonreengaged because of surplus had when he or she left the board shall be recognized as shall be the bank of redeemable sick-leave days.
- f) A teacher nonreengaged because of surplus who is engaged by another board shall be entitled to the benefits of clause 5-3.31, if they are applicable to him or her.
- g) At the time of his or her engagement by another board or another teaching institution in the education sector, the teacher nonreengaged because of surplus shall lose the right of recall to the board and his or her name shall be removed from the list of the Bureau.
- h) Every teacher nonreengaged because of surplus and unemployed shall have, in accordance with clause 5-3.36, the right of recall to the board that nonreengaged him or her until October 15 following his or her nonreengagement because of surplus. Should the teacher be recalled by the board to a full-time teaching position within this period of time, he or she must accept it in writing within seven (7) days of receiving the notice of recall.
- i) The failure of a teacher nonreengaged because of surplus to comply with any one of the obligations imposed under this clause shall automatically entail the cancellation of all the rights that this agreement could grant him or her, including the removal of his or her name from the list of the Bureau.

Section F Obligations of the board

5-3.36 The board shall fill a regular teaching position in the following order:

- a) It shall assign an excess teacher who has been assigned to regular substitution under the first paragraph of clause 5-3.19. In this respect, clause 5-21.07 applies by making the necessary changes.
- b) It shall recall a teacher it placed on availability and who is not relocated according to the provisions of clauses 5-3.25 and 5-3.26. In this respect, clause 5-21.07 applies by making the necessary changes. Failing this, it shall recall a teacher relocated under clause 5-3.26 who benefits from a right of recall; such a recall, where applicable, shall be equivalent to a contract renewal.
- c) Proceeding through the Bureau, it shall engage a teacher on availability from another English- or French-language board who is obliged to accept the position, taking into account the provisions relating to mandatory mobility (50 km), and who is referred to it by the Bureau, unless the board can justify its refusal to the Bureau and such a refusal is accepted by the Bureau.
- d) It may assign a person already in its employ provided that the person has completed two (2) complete years of continuous service with the board on a full-time basis since his or her engagement with the board.
- e) Proceeding through the Bureau, it shall engage a teacher on availability from another English- or French-language board who is not obliged to accept the position, taking into account the provisions relating to mandatory mobility (50 km), or it shall engage a tenured teacher from another English- or French-language board who is referred to it by the Bureau provided that this permit the recall or relocation of a teacher on availability, unless the board can justify its refusal to the Bureau and such a refusal is accepted by the Bureau.
- f) Without proceeding through the Bureau, it may engage a tenured teacher who is not on availability from another board or another teaching institution in the education sector provided that the engagement permit the recall or relocation of a teacher on availability.
- g) Proceeding through the Bureau, it shall engage another person on availability from another board or another teaching institution in the education sector who is referred to it by the Bureau, unless the board can justify its refusal to the Bureau and such a refusal is accepted by the Bureau.
- h) It shall recall a teacher it did not reengage because of surplus and unemployed according to clause 5-3.35 and who is still entitled to it; such a recall, where applicable, shall be equivalent to a contract renewal.
- i) The board shall engage, according to seniority, a teacher registered in the subcategory or, failing that, in the category referred to on the priority of employment list prescribed in clauses 5-1.10 to 5-1.19 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 set under the following subclause j). 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 additional requirements that the board may set under the following subclause j).

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

The board and the union may modify or replace this subclause.¹

- j) For the purpose of applying the preceding subclause i), the board may, in order to fill a position, set requirements that are pertinent to that position, in addition to those prescribed in article 5-21.00, 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 clauses 5-1.10 to 5-1.19 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.¹

- 5-3.37**
- a) In all cases prescribed in clause 5-3.36, the board must decide whether the candidate meets the requirements stipulated under clauses 5-21.05 and 5-21.06 for the position to be filled; moreover, subclauses a), b) and h) of clause 5-3.36 are applied according to seniority.
 - b) The teachers who return to the board from a leave with or without salary or from an absence for reasons of disability shall be reinstated in their duties in accordance with this agreement, without taking into account clause 5-3.36.
 - c) The board shall pay the moving costs prescribed in Appendix IV to the teacher who fills the position in accordance with clause 5-3.36 provided he or she is entitled to them.

- 5-3.38**
- The board which engages a teacher who is on availability according to his or her collective agreement from another board shall recognize for that teacher: the seniority already recognized, the nonredeemable days accumulated in his or her bank of sick-leave days, tenure, years of experience, the right to the application of clause 6-5.02, if the only reason that would cause the teacher to lose this right is the severing of his or her employment ties. Moreover, the board shall recognize for the tenured teacher who leaves his or her board and whom it engages, the rights prescribed in clause 5-4.01 if this has the effect of actually reducing the number of teachers on availability in the teacher's board or in another board.

Section G Final and transitional provisions

- 5-3.39**
- During the school year preceding an amalgamation, annexation or restructuring, the board may not invoke "surplus of personnel" so as to place regular teachers on availability or nonreengage them because of surplus if the cause of the surplus of personnel results from such amalgamation, annexation or restructuring.

Consequently, during the school year preceding such amalgamation, annexation or restructuring, the board may invoke "surplus of personnel" so as to place regular teachers on availability or nonreengage them because of surplus only if the application provided for the following September 30 so permits with respect to the board's territory during the school year preceding such amalgamation, annexation or restructuring.

¹

See article 10-10.00, Local Arrangements.

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

5-3.40 No board may invoke the "absence of legal qualifications" with regard to a teacher on availability if the only reason for the lack of legal qualifications results from the application of section D of this article.

5-3.41 The teacher who was placed on availability by virtue of the 1979-1982, the 1983-1985, the 1986-1988, the 1989-1995 or the 1995-1998 agreement and who remains on availability on the date of the coming into force of this entente, as well as the teacher nonreengaged because of surplus by virtue of the 1995-1998 agreement whose name remains on the list of candidates of the Bureau on the date of the coming into force of this entente, shall be governed by this article as of the date of the coming into force of this entente.

5-3.42 (Protocol)

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

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

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

5-3.43 Transfer of students

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

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

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

The teachers shall be entitled, where applicable, to the provisions of clause 5-4.01.

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

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

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

5-4.00 MEASURES FOR THE REDUCTION OF THE NUMBER OF TEACHERS PLACED ON AVAILABILITY

5-4.01 Transfer of rights

If a tenured teacher leaves his or her board to be engaged by another board and this results in the actual reduction of the number of teachers on availability in his or her board or in another board, the tenure, years of experience, seniority, the bank of nonredeemable sick-leave days shall be transferred along with the right to the application of clause 6-5.02, if the only reason which would cause him or her to lose this right derives from the severing of his or her employment ties, as well as the provisions concerning the costs for the transportation of furniture and personal effects prescribed in Appendix IV (clauses 3 and 4) under the conditions described therein.

5-4.02 Replacement of a full-time teacher

In order to replace a full-time teacher on a full-time leave, either for the entire school year or to complete the school year, provided that the leave began on or before October 15 and whose leave may not be cancelled or terminated without the board's consent, the latter shall assign a teacher referred to in subclause a) of clause 5-3.36; failing this, it shall recall, for that purpose, one of its teachers on availability.

In these cases, the provisions of subclause a) of clause 5-3.37 apply by making the necessary changes.

5-4.03 Loan of service to a community organization

- a) 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.
- b) The granting of a loan of service shall be the exclusive responsibility of the board; however, in the case of a refusal, the board, if the teacher so requests, shall provide the latter with the reasons for its refusal.
- c) When a teacher benefits from a loan of service to a community organization in accordance with this clause, the provisions of article 5-19.00 shall apply.
- d) The teacher or the board may terminate the loan of service to a community organization by means of a ten (10)-day written notice to the other party; in this case, the teacher shall return to the board.

5-4.04 Employment premium

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

- b) When no teacher on availability at the board or no teacher on availability at the board meets the requirements stipulated under clauses 5-21.05 and 5-21.06 to fill a full-time teaching position, the Provincial Relocation Bureau may authorize the board to grant an employment premium to a teacher provided that the granting of the premium allows a tenured teacher on availability to be relocated from another board to this board.
- c) The granting of this 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 is subject to the following provisions:
 - i) The board may decide to reimburse his or her moving expenses; if the board decides to do so, the teacher shall be entitled to the provisions of articles 3 to 14 of Appendix IV, it being specified that the board referred to in article 14 is the board that the teacher is leaving.
 - ii) The board shall pay the employer that engages the teacher an employment premium equal to the annual salary applicable to the teacher at the time of his or her resignation.

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

- iii) The teacher who leaves his or her new position or the teacher whose employment in the new position is cancelled before the payment of the employment premium prescribed in subparagraph ii) is completed must notify the board by registered mail within ten (10) days of the severing of his or her employment ties; the teacher shall then be entitled to receive the balance of the twelve (12) installments prescribed in subparagraph ii) that the board did not pay the employer at the time when the board received the notice.

5-4.05 Preretirement

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

- a) This preretirement 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 (50) percent of the salary he or she would have received had he or she been at work.
- b) The duration of this preretirement leave shall count as a period of service for the purposes of the four (4) pension plans currently in force (CSSP, RREGOP, TPP and PPCT).
- c) This preretirement leave shall take place during the year preceding the year during 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.
- d) At the end of this preretirement leave, the teacher concerned shall automatically resign and shall be considered as having retired.
- e) During this preretirement leave, the teacher shall be entitled to the benefits prescribed in the agreement, provided they are compatible with the nature of the leave.

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

When no teacher on availability at the board or no teacher on availability at the board meets the requirements stipulated under clauses 5-21.05 and 5-21.06 to occupy a full-time teaching position, the Provincial Relocation Bureau may authorize the board to grant a preretirement leave to a teacher, provided that the granting of the leave allows a teacher on availability to be relocated from another board to this board.

- 5-4.06** For the purpose of applying this article, the expression "teacher on availability" shall also include the teacher referred to in subclause a) of clause 5-3.36.

5-5.00 PROMOTION¹

- 5-5.01** Promotion shall be the responsibility of the board.

- 5-5.02** When a teacher is appointed to temporarily occupy a position other than that of teacher, he or she shall receive the remuneration prescribed for the position for the time during which he or she occupies it but shall remain covered by the teachers' insurance plan.

- 5-5.03** When a teacher no longer holds a position referred to in clause 5-5.02, he or she shall return to teaching duties under the conditions and with the rights that he or she had before temporarily occupying that position.

- 5-5.04** Unless there is an agreement to the contrary between the board and the union, a teacher's temporary promotion to a senior staff position or to a position of principal or vice-principal may not exceed:

- June 30 of a school year, if the temporary promotion begins before the preceding December 31,
- or
- a twelve (12)-month period, if the temporary promotion begins after December 31 of a school year.

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

- a) absence related to a parental leave (maternity leave, special leaves for pregnancy or breastfeeding, paternity leave, leave for adoption, extension of paternity leave, maternity leave or leave for adoption);
- b) absence due to disability;
- c) loan of service to the Ministère, QESBA or CPNCA.

¹ See article 10-10.00, Local Arrangements.

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

5-7.00 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 entente, a teacher-by-the-lesson shall be eligible only for the sick-leave days plan.
 - 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 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 The word "disability" means any state of incapacity resulting either from an illness, including a surgical procedure directly related to family planning, 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 less than twenty-two (22)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 on the part of the teacher, alcoholism or drug addiction, active participation in any riot, insurrection or criminal act, or service in the armed forces shall not be recognized as a period of disability for the 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 1995-1998 agreement as well as the provisions concerning work accidents in article 5-10.00 of the 1995-1998 agreement shall remain in force, under the conditions stipulated therein, until the date of the coming into force of this entente.

5-10.07 The full amount of the rebate allowed by Human Resources Development Canada (HRDC) in the case of a registered plan shall be the exclusive property of the board as a result of the registered salary insurance plan prescribed in this article.

¹ Read "eight (8) days" instead of "twenty-two (22) 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 and vocational education sectors.

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 benefits shall be reduced by the benefits payable under any other public or private, individual or group plan.

The board shall agree 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.

- 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.

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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 thirty-three (33) years of service;
- the teacher who has a part-time contract of engagement in the youth, adult education or vocational education sector.

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

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

- 5-10.11** The board shall deduct the participant's annual contribution from his or her salary in equal portions from each salary payment.

The board shall pay the insurer the contribution thus deducted before the 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 under 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 this 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 following 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 QESBA. The QPAT must inform and agree with the QESBA 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 of 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 subclause 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 (70) percent of his or her salary;
 - c) upon termination of the above-mentioned 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 ($66 \frac{2}{3}$) percent of his or her salary.

For purposes of computing the benefits, the teacher's salary shall be 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 shall also include 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 subclause a) of clause 5-10.15, he or she shall be entitled to a waiver of his or her contributions to his or her pension plan (CSSP, RREGOP, 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 as a result of 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**
- a) During a disability period, on the written recommendation of the attending physician, the board and the regular teacher who is absent for at least twelve (12) 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:
 - i) the medical certificate must stipulate that the period of gradual return to work will be immediately followed by a return to work on a full-time basis;
 - ii) the board and the teacher accompanied by his or her union delegate or representative if he or she so desires shall establish the period of gradual return to work, the duration of which shall not exceed twelve (12) consecutive weeks and shall determine the proportion of time worked;
 - iii) while at work, the teacher must be able to perform all of his or her usual duties according to the proportion agreed to.
 - b) During the period of gradual return to work, the teacher shall be entitled, on the one hand, to his or her salary in proportion to the workload assumed compared to the workload of a full-time teacher in the employ of the board and, on the other hand, to the benefit applicable to him or her for the proportion of workload not assumed.
 - c) At the end of the period initially determined for the gradual return to work, if the teacher is unable to return to work on a full-time basis, the board and the teacher may agree on another period of gradual return to work in keeping with the other conditions prescribed under this clause.

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

5-10.18 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 gross taxable income shall be determined as follows: the board shall deduct the equivalent of all amounts required by law from the basic salary insurance benefit; the net benefit thus obtained shall be reduced by the benefit received from the SAAQ and the difference shall be brought back to the gross taxable income from which the board shall deduct all the amounts, contributions and dues required by law and this agreement.

- c) The board shall deduct one tenth (1/10) of a day from the bank of sick-leave days for each day used under subclause a) of clause 5-10.15 when the teacher receives benefits from the SAAQ.

- d) As of the 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 such benefit prescribed by law. In the case where the benefit provided by law is given retroactively as of the first day of disability, the teacher shall undertake to reimburse the board, where applicable, for the portion of the benefit prescribed in clause 5-10.15 as a result of the application of subclause a) of this clause.

- e) Every teacher who receives disability benefits paid under provincial or federal law with the exception of the Employment Insurance Act 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 subclause 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 thirty percent (30%) of 3/2600 of the annual salary applicable under clause 5-10.15 per workday for which benefits resulting from the application of subclause 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, 3.29% 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 made 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 regular grievance procedure.

- 5-10.25¹**
- a) Where applicable, on the first day of the work year, beginning with the 2000-2001 school 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 subclause 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 subclause 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 insofar as he or she resumes his or her service with the board during that work year.
 - d) Also, in the case of the first year of service of a teacher who is not relocated within the context of security of employment, the board shall credit him or her an additional six (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 5-10.31 of the 1995-1998 entente.

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

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

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- 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.

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

- 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.

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Clause 5-10.31 of the 1995-1998 entente shall continue to apply until the coming into force of this clause.

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 position during the year, the number of days credited for the year in question shall be reduced in proportion to the number of complete months of service, it being specified that a "complete month of service" means a month during which a teacher is in service for half or more of the 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 entente, receives a benefit payable under subclause b) or c) of clause 5-10.20 of the 1995-1998 agreement shall continue to be governed by these provisions and by clauses 5-10.25 and 5-10.26 of the 1995-1998 agreement under the conditions stipulated therein as long as he or she is still in the same disability period. The effective date of the beginning of the disability period shall determine the duration of the benefits to which the teacher may be entitled under subclause b) or c) of clause 5-10.20 of the 1995-1998 agreement.

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

- 5-10.29** The disabled teachers who are not entitled to any benefit on the date of the coming into force of this entente shall be covered by the plan prescribed in this entente as of their return to work when they commence a new disability period.

- 5-10.30**
- a) The teacher who benefited from 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 (5) percent 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. These 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 subclause c) of clause 5-10.15 or for a preretirement leave. A teacher may also use the nonredeemable sick-leave days to his or her credit, at the rate of one (1) day per day, to extend his or her disability leave after the termination of the benefits prescribed in subclause c) of clause 5-10.15 and to extend the leaves prescribed in article 5-13.00, provided that he or she has already used up his or her redeemable sick-leave days.
- e) 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 days shall be considered as retaining this choice. However, upon written notice to the board, the teacher may alter his or her choice.

5-10.32¹ The sick-leave days to the teacher's credit on June 30, 2000 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 entente;
- 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 subclauses a) and b), the other redeemable days to the teacher's credit;
- d) after having used up the days mentioned in subclauses 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 entente, participated in the survivor's pension plan payable in the case of death prior to retirement as prescribed in clause 5-11.06 of the document annexed to Order-in-Council #3811-72 and in the disability pension plan as 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 percent 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.

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Clause 5-10.38 of the 1995-1998 entente applies until June 30, 2000. On July 1, 2000, clause 5-10.32 of the entente comes into force.

- 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 5-10.41 to 5-10.46 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).

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- 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 plans 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 as provided for in clause 5-10.49.

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- 5-10.44** If the date of consolidation of the employment injury is prior to the one hundred and fourth (104th) week following the date of the beginning of the continuous period of absence due to an employment injury, the salary insurance plan prescribed in clause 5-10.15 applies if the teacher is still disabled within the meaning of clause 5-10.03 and, in this case, the date of the beginning of the absence is considered as the date on which the disability begins for the 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 shall be 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 the 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** The board may, in accordance with the Act, temporarily assign work to a teacher until he or she is again able to carry on his or her employment or until he or she becomes able to carry on suitable employment, even if his or her employment injury has not consolidated.
- 5-10.50** 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:

subclause a) of clause 5-3.36 must be read as applying to this teacher, unless he or she is on availability. However, the board and the union may agree on a particular movement of personnel as regards the teacher.

b) If it involves another position:

i) the teacher shall apply for the position in writing;

ii) the teacher has more seniority than the other teachers or persons concerned;

iii) the teacher has the required qualifications and meets the other requirements determined by the board;

iv) the applicable collective agreement so allows.

c) The teacher's right can only be exercised during the two (2) years immediately following the beginning of his or her absence or during the year following the consolidation date according to the most remote date.

5-10.53 The teacher who obtains a position referred to in clause 5-10.51 shall benefit from an adaptation period of thirty (30) working days; at the end of this 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 benefit from 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 shall be 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 the 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 I General provisions**

5-13.01 Unless there are specific provisions to the contrary, 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 allowances prescribed in Section II shall be paid only as supplements to employment insurance benefits or, in the cases stipulated hereinafter, as payments during a period of unemployment caused by a pregnancy for which employment insurance does not provide any benefits.

5-13.03 In the case where the granting of a leave is restricted to only one of the spouses, the restriction shall apply if the other spouse is also an employee of the public and parapublic sectors.

5-13.04 The board shall not reimburse the teacher for amounts that Human Resources Development Canada (HRDC) could require 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 supplementary employment insurance benefits plan.

Section II Maternity leave

5-13.05 A pregnant teacher shall be entitled to a maternity leave of twenty (20) weeks' duration which, subject to clause 5-13.07, must be consecutive.

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 and to the allowances prescribed in clauses 5-13.09 and 5-13.10, as the case may be.

¹ In this article, "salary" means the teacher's regular salary including the supplements prescribed in article 6-6.00 as well as the premium prescribed in article 9 of Appendix XVIII but excluding other premiums and without any additional remuneration even the monetary compensations prescribed in Chapter 8-0.00.

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Should the teacher's spouse die, the remainder of the twenty (20) weeks of maternity leave and the rights and benefits attached thereto shall be transferred to the teacher.

A teacher who gives birth to a stillborn child after the beginning of the twentieth (20th) week preceding the due date shall also be entitled to the maternity leave.

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.

5-13.07 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.

A teacher whose child is hospitalized within fifteen (15) days of birth shall also have this right.

A maternity leave may be interrupted only once. It is completed when the child is brought home.

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 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 employment insurance

a) A teacher who has accumulated twenty (20) weeks of service¹ and who, following the submission of a request for benefits under the employment insurance plan, receives such benefits, shall be entitled during her maternity leave, subject to clause 5-13.12, to receive:

i) 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 (7) percent² of 1/200 of the annual salary for each workday as defined in article 8-5.00, scheduled during these weeks;

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

² Seven (7) percent: 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 (7) percent of her salary.

- ii) for each week she is receiving employment insurance benefits, the board shall pay the teacher an additional 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 employment insurance benefit received for each period, and also reduced by seven (7) percent¹ of 1/200 of the annual salary for each workday as defined in article 8-5.00, scheduled during these weeks; this additional 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 these 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 additional allowance equal to the difference between ninety-three (93) percent 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 HRDC.

Moreover, if HRDC 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 HRDC, the additional allowance prescribed in the first subparagraph of paragraph ii) as if she had availed herself of the employment insurance benefits during that period;

- iii) for each of the weeks following the period described in paragraph ii), the board shall pay the teacher, up to the end of the twentieth (20th) week of maternity leave, 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 seven (7) percent of 1/200 of the annual salary for each workday as defined in article 8-5.00, scheduled during these weeks.

- b) When the teacher resumes the maternity leave interrupted under clause 5-13.07, the board shall pay the teacher the allowance to which she would have been entitled had no interruption occurred.
- c) i) The board may not offset, by the allowance that it pays to the teacher on maternity leave, the reduction in the employment insurance benefits attributable to the salary earned from another employer.
- ii) Notwithstanding the provisions of the preceding paragraph i), the board shall pay the compensation if the teacher proves that the salary earned from another employer constitutes usual salary by means of a letter to this effect from the employer who pays the usual salary. If the teacher proves that only a portion of the salary is usual, compensation shall be limited to that portion.
- iii) The employer who pays the usual salary as mentioned in the preceding paragraph ii) must, at the teacher's request, produce such a letter.

¹ Seven (7) percent: 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 (7) percent of her salary.

- iv) The total amounts received by the teacher during her maternity leave as employment insurance benefits, allowances and salary may not exceed ninety-three (93) percent of the basic salary paid by her employer or, where applicable, her employers (including her board).

5-13.10 Cases ineligible for employment insurance

A teacher excluded from receiving employment insurance benefits or declared ineligible for these benefits shall also be excluded from receiving any other allowance. However:

a) Full-time teacher

A full-time teacher who has accumulated twenty (20) weeks of service shall also be entitled, for twelve (12) weeks, to 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 seven (7) percent of 1/200 of the annual salary for each workday, as defined in article 8-5.00, scheduled during these weeks if she does not receive employment insurance benefits for the following reason: she did not hold an insurable job during the period of reference stipulated in the employment insurance plan.

b) Part-time teacher

A part-time teacher who has accumulated twenty (20) weeks of service shall be entitled, for twelve (12) weeks, to 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 seven (7) percent of 1/200 of the proportion of annual salary for each workday, as defined in article 8-5.00, scheduled during these weeks and for which she should have been at work if she does not receive employment insurance benefits for either one of the following reasons:

- i) she did not contribute to the employment insurance plan;
- or
- ii) she did contribute but did not hold an insurable job for the required number of working hours during her period of reference.

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

- a) No allowance may be paid for a vacation period during which the teacher is paid.
- b) The allowance due for the first two (2) weeks shall be paid by the board in the (2) weeks following the beginning of the leave; the allowance due after this date shall be paid at two (2)-week intervals. In the case of the teacher who is eligible for employment insurance benefits, the first installment need only be paid fifteen (15) days after the board receives proof that she is receiving employment insurance benefits. For purposes of this subclause, a statement of benefits, a stub or information provided by HRDC to the board by means of a computerized statement shall be considered as admissible proof.

- c) Service shall be calculated with all the employers in the public and parapublic sectors (education, civil service, health and social services), regional health and social services boards, bodies whose employees are subject to conditions of employment or salary scales or standards which by law are determined or approved 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).

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

- 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 twenty (20) weeks or the twelve (12) weeks to which she is entitled under clause 5-13.09 or 5-13.10, 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 these 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.

5-13.12 The maternity leave allocation¹ paid by the Government of Québec shall be deducted from the allowances to be paid under clause 5-13.09. In the case where the provisions of the second paragraph of paragraph ii) of subclause a) of clause 5-13.09 apply, the subtraction shall be made by taking into account the terms and conditions for the distribution of the amount to be subtracted set forth therein.

5-13.13 During this 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;
- promotion.

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.

¹ It is the allocation currently set at three hundred and sixty dollars (\$360).

However, when the teacher on maternity leave receives employment insurance benefits 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.

Furthermore, the teacher may extend her maternity leave by six (6) weeks if her child is hospitalized during her maternity leave or if the child's health requires that she do so.

During these extensions, the teacher shall not receive any allowance or salary.

- 5-13.15** The maternity leave may last for less than twenty (20) weeks. 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 III Special leaves for pregnancy and for breastfeeding

Provisional assignment and special leaves

- 5-13.18**
- 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:
 - i) she is pregnant and her working conditions expose her or her unborn child to infectious diseases or to physical dangers;
 - ii) her working conditions involve dangers for the child whom she is breastfeeding;
 - iii) she works regularly at a cathode-ray screen.
 - b) The teacher must present a medical certificate to this effect as soon as possible.

- c) 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.
- d) The teacher so assigned to another position shall retain the rights and privileges of her regular position.
- e) 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 this 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.
- f) During the special leave prescribed in this clause, the teacher shall be governed, with regard to her allowance, 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.
- g) 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 pays the anticipated allowance, the reimbursement shall be deducted from that amount. If not, the reimbursement shall be made at thirty (30) percent 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.
- h) 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.

Other special leaves

5-13.19 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 eighth (8th) 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; as regards these visits, the teacher shall be granted a special leave with full salary 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 subclause a), b) or 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 subclause c) of clause 5-13.19, the teacher must first have used up the four (4) days prescribed.

Section IV Other parental leaves

Paternity leaves

- 5-13.21** A teacher shall be entitled to a leave with salary for a maximum period of five (5) workdays for the birth of his child. The teacher shall also be entitled to this leave if the child is stillborn and the delivery takes place 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.

Leaves for adoption and leaves without salary with a view to adopt

- 5-13.22** A teacher who legally adopts a child, other than the spouse's child, shall be entitled to a leave of absence for a maximum period of ten (10) consecutive weeks provided his or her spouse not also be on such a leave. This leave must be taken following the child's placement order or the equivalent in the case of international adoption in accordance with the adoption plan or at another time agreed to with the board.

- 5-13.23** A teacher who legally adopts a child and who does not benefit from the ten (10)-week leave for adoption shall be entitled to a leave for a maximum period of five (5) working days, of which only the first two (2) shall be remunerated.

This leave may be discontinuous but it may not be taken more than fifteen (15) days following the child's arrival home.

However, if it involves the spouse's child, the teacher shall only be entitled to a leave without salary for a maximum period of two (2) working days.

- 5-13.24** For every week the teacher is on the leave prescribed in clause 5-13.22, the teacher shall receive an allowance equal to the salary the teacher would have received had he or she been at work.

- 5-13.25** A teacher shall be entitled to a leave of absence without salary of a maximum duration of ten (10) weeks to adopt a child, other than the spouse's child, beginning on the date when full legal responsibility for the child is assumed.

The teacher who must travel outside of Québec in order to adopt a child, other than the spouse's child, shall be granted, for that purpose 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. If full legal responsibility for the child so results, the maximum duration of the leave of absence without salary shall be ten (10) weeks in accordance with the preceding paragraph.

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** The leave for adoption prescribed in clause 5-13.22 may also take effect on the date of the beginning of the leave of absence without salary for purposes of adoption prescribed in clause 5-13.25, if the maximum duration of the latter is ten (10) consecutive weeks and if the teacher so decides in the written request prescribed in clause 5-13.31.

When the leave for adoption takes effect on the date of the beginning of the leave of absence without salary, the teacher shall be entitled to the benefits associated with adoption leave only.

However, if following the leave of absence for purposes of adoption for which the teacher has received the indemnity paid under clause 5-13.24, 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 (30) percent of the salary payable per pay period until the amount has been paid in full.

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 leaves for adoption 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:

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

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

iii) for a second complete school year if the teacher benefited from the leave prescribed in the preceding paragraph ii), 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, the teacher shall, during this leave, have the choice of working or not:

i) for each complete period where the starting date coincides with the beginning of the work year and the end coincides with the last workday in December;

ii) for each complete period where the starting date coincides with the first workday in January and the end coincides with the last workday in June;

iii) for the period included between the beginning of the leave of absence without salary and the last workday in December, if the leave without salary is taken between the beginning of the work year and the last workday in December, or for the period included between the beginning of the leave without salary and the last workday in June, if the leave without salary is taken between the first workday in January and the last workday in June.

A leave of absence without salary which includes four (4) periods as defined in paragraph i), ii) or iii) 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:

i) 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:
 - 1) for the secondary-level teacher and the preschool and elementary-level specialist: a fixed period of time in his or her timetable equal to approximately fifty (50) percent of the workload;
 - 2) for the preschool teacher: mornings or afternoons;
 - 3) 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;

ii) 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:
 - 1) for the secondary-level teacher and the preschool and elementary-level specialist: a fixed period of time in his or her timetable equal to approximately fifty (50) percent of the workload;
 - 2) for the preschool teacher: mornings or afternoons;
 - 3) 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;

iii) the leave begins between the first workday of the school year and January 1:

- until the end of the current work year, the teacher shall either choose to work on a full-time basis or to 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:
 - 1) for the secondary-level teacher and the preschool and elementary-level specialist: a fixed period of time in his or her timetable equal to approximately fifty (50) percent of the workload;
 - 2) for the preschool teacher: mornings or afternoons;

- 3) 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 subclauses a), b), d) and e) must be taken immediately after the maternity leave, paternity leave or leave for adoption;
- g) the leaves prescribed in subclause b), d) or e) may be changed for any one of the other three (3) options only once under the following conditions:
 - i) the change is effective as of the beginning of a school year and must be requested in writing before the preceding June 1;
 - ii) it may not extend beyond the period originally foreseen for the leave.

During one of the leaves prescribed in subclause 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 subclause 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 subclause 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, shall retain experience and shall continue to participate in the applicable basic health insurance plan provided he or she pay all the premiums.

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

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

Notwithstanding the preceding paragraphs, the teacher shall accumulate experience up to the first 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 subclause 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 partial leave without salary must be taken immediately after the deferred vacation period.

Leave for parental responsibilities

- 5-13.30** 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 experiences socioemotional problems or whose minor child is handicapped or ill and who requires his or her care. The leave shall be scheduled in accordance with subclause d) of clause 5-13.27.

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 this leave. The partial leave without salary shall be scheduled in accordance with subclause e) of clause 5-13.27.

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 to fulfill obligations relating to the child's health, safety or education.

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 leaves of absence referred to in clause 5-13.22, in the first paragraph of clause 5-13.25 and in subclauses a) and b) of clause 5-13.27 shall be granted upon written request submitted at least two (2) weeks in advance.
 - b) The full-time leaves prescribed in subclauses a), b) and c) of clause 5-13.27 shall be granted upon written request submitted at least two (2) weeks in advance. The leave of absence without salary prescribed in subclause 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.
 - c) In the case of the leaves prescribed in subclauses a), c) and d) of clause 5-13.27, the request must specify the date of return to work.
 - d) The leave of absence without salary prescribed in subclause e) of clause 5-13.27 shall be granted upon written request submitted at least two (2) weeks in advance.
 - e) The partial leave of absence without salary prescribed in subclause e) of clause 5-13.27 shall be granted upon written request submitted before the preceding June 1.
 - f) The leave without salary for part of a year prescribed in the first paragraph of clause 5-13.30 shall be granted upon written request submitted at least two (2) weeks in advance.
 - g) The leaves of absence for parental responsibilities prescribed in the second paragraph of clause 5-13.30 shall be granted upon written request submitted before the preceding June 1.

- 5-13.32** During the fourth week before the end of the ten (10)-week 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 subclause 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 subclause 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 clause 5-13.21 or the teacher who takes the adoption leave prescribed in clause 5-13.22 or 5-13.23 of this section shall receive the benefits stipulated in clause 5-13.13, if 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.

- 5-13.36** Where applicable, a teacher who benefits from a premium for regional disparities under the entente shall receive a premium during her maternity leave prescribed in Section II.

Notwithstanding the foregoing, the total amounts received by the teacher in employment insurance benefits, allowances and premiums may not exceed ninety-five (95) percent 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 (100) percent 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, during her probation period, benefited from a maternity leave or a leave without salary or a partial leave without salary to extend a maternity leave 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, the leave without salary or the partial leave without salary.

5-14.00 SPECIAL LEAVES

5-14.01 For the events mentioned in clause 5-14.02, the board shall grant to each full-time teacher a maximum of eight (8) noncumulative nonredeemable working days per year without loss of salary, supplements or premiums for regional disparities.

- 5-14.02**
- a) In the event of the death of his spouse or child, or the spouse's child living under the same roof: a maximum of seven (7) consecutive days, workdays or not, including the day of the funeral;
 - b) in the event of the death of the teacher's father, mother, brother or sister: a maximum of five (5) consecutive days, workdays 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, workdays or not, including the day of the funeral;
 - d) the wedding of the teacher's father, mother, brother, sister, child or the spouse's child living under the same roof: the day of the wedding;
 - e) the taking of the habit, the ordination, the taking of perpetual vows by the teacher's child, brother, sister: the day of the event;
 - f) the baptism of the teacher's child: the day of the event;
 - g) the teacher's wedding: a maximum of seven (7) consecutive days, workdays or not, including the day of the wedding. In this case, the absence must not immediately precede or prolong the Christmas, Easter or summer vacation periods;
 - 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; other events which oblige the teacher to be absent from work and for which the board and the union agree to grant the teacher permission to be absent without loss of salary, supplements or premiums for regional disparities.¹

5-14.03 Furthermore, the board shall, upon request, allow a teacher to be absent without loss of salary, supplements or premiums for regional disparities during the time when:

- a) the teacher must sit for official entrance or achievement examinations in an educational institution recognized by the Ministère;
- b) the teacher must serve in a court of law as a juror or a witness in a case in which he or she is not a party;

¹ See article 10-10.00, Local Arrangements.

- c) the teacher, by order of the community health department, is placed under quarantine in his or her dwelling because of a contagious disease affecting a person living in the same dwelling;
- d) the teacher, at the specific request of the board, undergoes a medical examination.

5-14.04 The board may also allow a teacher to be absent without loss of salary, supplements or premiums for regional disparities for any other reason not mentioned in this article and which it deems valid.

5-14.05 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, child, or spouse's child living under the same roof: a maximum of three (3) consecutive days, workdays or not, including the day of the funeral;
- b) in the event of the death of his or her father, mother, brother or sister: a maximum of two (2) consecutive days, workdays or not, including the day of the funeral.

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

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 shall be subject to the provisions specified in Appendix VII. 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 Notwithstanding the preceding provisions, any teacher who was granted a sabbatical leave with deferred salary under the terms of the 1989-1995 or 1995-1998 agreement shall continue to be governed by those provisions.

5-18.00 TEACHER'S CONTRIBUTION TO A SAVINGS 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).

5-19.00 LEAVES FOR LOAN OF SERVICE

5-19.01 With his or her consent, a teacher's services 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.

5-19.02 The teacher shall benefit, for the duration of a loan of service, from a leave without loss of salary, including premiums for regional disparities, if he or she continues to work in one of the sectors outlined in Chapter 12-0.00 in accordance with the terms and conditions for the payment of salary prescribed in the agreement.

5-19.03 The provisions of Chapter 8-0.00 do not apply to the teacher for the duration of the loan of service. They shall be replaced by the provisions relating to the duties, responsibilities and workload prescribed by the organization for the group of employees to which he or she belongs. If the teacher is required to work overtime, the cost shall be borne by the organization.

5-19.04 With the exception of Chapter 8-0.00, the teacher shall be entitled, for the duration of the loan of service, to the benefits he or she would have under his or her collective agreement if he or she were in the service of the board.

5-19.05 On returning to the board, the teacher shall be reintegrated into his or her category or, where applicable, subcategory, subject to the provisions concerning assignment and transfer as well as those concerning security of employment.

5-20.00 LEAVES FOR PUBLIC OFFICE

5-20.01 A teacher who is running for public office (deputy, mayor, municipal councillor, school trustee or commissioner) shall obtain, upon at least fifteen (15) days' written notice before his or her departure, a leave of absence without salary for the period of time required by his or her candidacy. This leave of absence without salary shall begin at the earliest on the date of the official declaration of candidacy and shall end at the latest on the eighth (8th) day following the election or at any other earlier date agreed to between the teacher and the board.

5-20.02 A teacher elected or appointed to fill a public office (minister, deputy, mayor, municipal councillor, school trustee or commissioner) shall obtain, upon at least fifteen (15) days' notice before his or her departure¹, a leave without salary to fill the public office.

¹ Read "seven (7) days' notice before his or her departure" if, at the time of the request, the teacher is already on a leave of absence under clause 5-20.01.

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

5-20.03 The teacher who is on a leave of absence without salary to fill a public office under clause 5-20.02 must give the board at least thirty (30) days' written notice of the date of his or her return to the service of the board.

5-20.04 On returning from a leave prescribed in clause 5-20.01 or 5-20.02, the teacher shall be reintegrated into his or her category or, where applicable, subcategory, subject to the provisions concerning assignment and transfer as well as those concerning security of employment.

5-20.05 The board may cancel the engagement of the teacher who uses the leave prescribed in clause 5-20.01 or 5-20.02 for purposes other than those for which he or she obtained it.

5-21.00 ASSIGNMENT AND TRANSFER

Section A Applicable principles

5-21.01 Assignment shall include all the duties and responsibilities attributed to the teacher within the framework of the Education Act (R.S.Q., c. I-13.3), the regulations of the Minister and the agreement.

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

5-21.02 A teacher who is assigned totally or partially to regular substitution may also be assigned to duties and responsibilities other than substitution in accordance with the other provisions of the agreement.

5-21.03 Subject to the provisions of the agreement, the board shall be responsible for assigning and transferring teachers to its schools. In assuming this responsibility, the board shall take into account the needs of the school system that it administers, the particular characteristics of its schools or classes and the qualifications, experience and preferences of the teachers in its employ.

5-21.04 For the purpose of this article:

- a) discipline: means a branch of knowledge or instruction, such as French as a second language, chemistry, physical education;
- b) subject: means part of a discipline within the guidelines of a program of studies taught at a given grade level, such as Secondary V functions, Secondary III English, language of instruction;
- c) levels:
 - preschool;
 - elementary level;
 - first cycle of secondary level;
 - second cycle of secondary level;

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

- 5-21.05**
- a) A teacher meets the assignment criteria if he or she has the qualifications or experience required and if he or she meets the particular requirements of the position determined by the board under this article.
 - b) However, subject to the particular requirements of a given position, a teacher shall be considered as meeting the assignment criteria, if he or she has the experience or the qualifications listed hereinafter:
 - i) holds a specialized diploma or a specialized university certificate for the discipline concerned or has completed¹ a specialization within a certified teacher training program;
 - ii) holds a diploma which does not mention a specialty, if it involves a homeroom teacher at the preschool or elementary level teaching groups of students other than those with handicaps, social maladjustments or learning disabilities;
 - iii) holds a diploma for the secondary level, in whole or in part, which does not mention a specialty, if it involves the teaching of general education courses in one of the following disciplines: English, French, mathematics (first cycle), science (first cycle), human sciences and economics;
 - iv) has at least one (1) year of teaching experience on a full-time basis or the equivalent on a part-time basis in the discipline concerned within the last five (5) years;
 - v) is following or has followed a program of studies recognized for the subject concerned and has successfully completed fifteen (15) credits of specialization in the discipline concerned.

- 5-21.06** When the board deems it necessary to have particular requirements, they must be determined beforehand after consultation with the union. These requirements must be directly related to the needs to be filled either because of the students concerned (hearing impaired, visually impaired, etc.) or because of the nature of the subject to be taught (violin, swimming lessons, etc.).²

- 5-21.07** Notwithstanding the other provisions of this article, no teacher shall be required to accept a transfer to a school which is situated more than fifty (50) kilometres³ from the school where he or she was teaching at the time of the notice of transfer and which is also more than fifty (50) kilometres from his or her domicile at the time of the notice of transfer.

¹ For a teaching diploma issued since September 10, 1997 specifying the program of studies completed for the teaching authorization.

² See article 10-10.00, Local Arrangements.

³ Whenever a fifty (50)-kilometre radius is mentioned in this article, this distance shall be calculated by the most direct public route usually used.

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

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

- 5-21.08** The teacher affected by a transfer requested by the board shall be reimbursed for the moving expenses prescribed in Appendix IV, under the conditions prescribed therein, if the transfer necessitates his or her moving.

Section B Assignment and transfer procedure subject to criteria negotiated and agreed upon at the provincial level

This matter 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).

5-22.00 PROGRESSIVE RETIREMENT PLAN

- 5-22.01** The progressive retirement plan is intended to enable a teacher to reduce his or her time worked for a period of one (1) to five (5) years. The teacher's time worked must not be less than forty (40) percent of the workweek or its equivalent within a school year.

- 5-22.02** Only a full-time teacher who is a member of one of the pension plans currently in force (CSSP, RREGOP and TPP) may benefit only once from the plan.

- 5-22.03** For the purposes of this article, "agreement" means the agreement mentioned in Appendix VIII.

- 5-22.04** 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.

- 5-22.05**
- 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.

5-22.06 Approval of the request for the progressive retirement plan shall be the exclusive responsibility of the board; however, should the request be refused, the board shall provide, at the teacher's request, the reasons for its refusal.

5-22.07 Subject to clause 5-22.01, the board may modify, for a year covered by the agreement, the proportion of time worked to take into account the organization of the school or the instruction; in this case, the proportion of time worked shall be that closest to the proportion of time worked as provided for in the agreement or agreed to between the board and the teacher.

For the 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.

5-22.08 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.

5-22.09 The other monetary benefits such as those resulting from insurance plans and parental rights shall be proportional to the salary paid.

5-22.10 The teacher may use the redeemable sick-leave days to his or her credit on December 31, 1973 prescribed in subclause d) of clause 5-10.30, at a rate of one day per day, to reduce the number of workdays immediately preceding the expiry of the agreement.

5-22.11 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.

5-22.12 The period covered by the agreement shall count as a period of service for purposes of the pension plans (CSSP, RREGOP and TPP).

5-22.13 For the term of the agreement, the teacher and the board must pay their share of the pension plan contributions on the basis of the applicable salary as if the teacher had not availed himself or herself of the progressive retirement plan.

5-22.14 For the term of the agreement, the teacher shall accumulate seniority and experience as if he or she had not availed himself or herself of the progressive retirement plan.

5-22.15 The fact that a teacher is placed on availability shall not affect the percentage of time worked prescribed in the agreement subject to the following: the time worked shall continue to apply as if the placement on availability had not taken place, if it does not exceed the percentage of salary determined under clause 5-3.24; if it exceeds that percentage of salary, it shall be brought automatically to that percentage of salary, unless 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.

5-22.16 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.

5-22.17 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 though 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.

5-22.18 a) In the event of the retirement, resignation, breach of contract, dismissal, nonreengagement, death of the teacher or, where applicable, upon expiry of the extension agreed to under clause 5-22.17, the agreement shall terminate on the date on which the event occurs.

b) The agreement shall also terminate if the teacher is relocated to another employer as a result of the application of the provisions of the agreement, unless the new employer agrees to continue the agreement according to the terms and conditions it determines, and provided that such continuation meets the approval of CARRA.

c) For the purposes specified by regulation:

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

ii) the agreement terminates:

- if the teacher voluntarily ceases to participate in the progressive retirement plan more than one (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.

5-22.19 Upon expiry of the agreement, the teacher shall resign automatically and shall be pensioned off.

5-22.20 The board and the teacher shall sign, where applicable, the agreement stipulating the terms and conditions concerning the progressive retirement plan.

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CHAPTER 6-0.00 REMUNERATION OF TEACHERS

6-1.00 EVALUATION OF SCHOOLING¹

6-1.01 Within thirty (30) days of the coming into force of this entente, the QPAT shall accredit a representative to the Ministère. Thereafter, and for the entire term of this entente, a QPAT representative must be accredited to the Ministère.

- 6-1.02**
- a) The Minister shall draft rules for the application of the Regulation respecting the criteria for the evaluation of schooling as a factor in establishing the qualifications of teaching personnel (R.R.Q., 1981, c. C-60, r. 4) of the Minister for all rules not already explicitly prescribed in the *Manuel d'évaluation de la scolarité* in force on the date of the coming into force of this entente.
 - b) The Minister shall also 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 the Regulation respecting the criteria for the evaluation of schooling as a factor in establishing the qualifications of teaching personnel (R.R.Q., 1981, c. C-60, r. 4) of the Minister, which rules shall become an integral part of the *Manuel d'évaluation de la scolarité* and shall then be recognized as part of it as of the date of the coming into force of this entente. (See Appendix IX.)
 - f) The Minister shall provide technical support (consultation and advice) to school boards to facilitate the application of the rules prescribed in the *Manuel d'évaluation de la scolarité*. Among other things, this service shall ensure the training of the personnel responsible for this file in the school boards and shall forward to the school boards any amendment to the *Manuel d'évaluation de la scolarité* made by the Minister.

6-1.03 The board shall decide on the evaluation of every teacher's schooling in complete years according to the *Manuel d'évaluation de la scolarité* in force on the date of the coming into force of this entente. The decision shall appear on the official attestation of the status of the teacher's schooling which shall be issued by the board and signed by its representative. The decision 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:

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

¹

This article comes into force on July 1, 2000. The provisions of article 6-1.00 and Appendix LIV of the 1995-1998 entente apply until the coming into force of this article.

- b) 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 every document referred to in clause 6-1.04 which it has on hand concerning him or her and which is not recognized for the purpose 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 prescribed in clause 6-1.07. Such a request for revision may also be submitted by the union within the same time limits. A copy of this request shall be forwarded to the member designated by the QPAT. The board shall also be informed of the revision request so that it may forward to the committee any information required under clause 6-1.04.

The Revision Committee shall be considered as validly possessing the requests for revision submitted in accordance with clause 6-1.06 of former collective agreements and for which no decision has been rendered by the committee.

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

6-1.07 The Revision Committee consists of three (3) members, two (2) of whom shall be designated as follows:

- a) one (1) member designated by the QPAT;
- b) one (1) member designated jointly by the Ministère and the QESBA.

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

However, the QPAT must appoint at least one substitute for its designated member. The Ministère and the QESBA 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 this meeting.

6-1.08 The committee shall analyze whether the decision appearing on the official attestation and concerning the evaluation of the teacher's schooling conforms to the *Manuel d'évaluation de la scolarité*. To do this, it shall take into account the documents listed on the attestation 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 Ministère, the board and the union.

- 6-1.11** Should the decision of the committee involve a change in the evaluation of the teacher's schooling, the board must forward to the teacher, within sixty (60) days of the committee's decision, a new official attestation of the status of his or her schooling with a copy to the union.

Moreover, if the decision of the Revision Committee mentioned in clause 6-1.07 of the 1995-1998 collective agreement involves a change in the evaluation of a teacher's schooling, the board must forward to the teacher, if not already done, a new official attestation of the status of his or her schooling with a copy to the union.

- 6-1.12** 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 subclause a) or 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 subclause b) or 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 shall constitute the decision of the committee. Nevertheless, 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 of the coming into force of this entente 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 of the coming into force of this entente 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 must be interpreted as invalidating the official attestation of the status of a teacher's schooling issued by the Minister since August 1971 or since July 1995 by a school board within the meaning of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).
- 6-1.20** The teacher, the board, the union, the QPAT, the CPNCA, the QESBA and the Ministère shall expressly renounce all contestation, before an arbitrator or before any authority whatsoever, of any decision included in the *Manuel d'évaluation de la scolarité*, any decision of the Minister or a school board within the meaning of clause 6-1.19 appearing on the official attestation, as well as any decision of the committee. These renunciations concerning any decision of the Minister or the school board 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* shall be that prepared by the Ministère de l'Éducation.
- 6-1.22**
- a) If not already done, within sixty (60) days of the coming into force of this agreement, an advisory committee shall be set up, the mandate of which shall be to study and to make recommendations to the Minister regarding any complaint or suggestion pertaining to an evaluation rule contained in the *Manuel d'évaluation de la scolarité*.
 - b) The committee consists of the following members:
 - i) a member designated by the QPAT,
 - ii) a member designated by the Ministère de l'Éducation,
 - iii) a chairperson designated by the two (2) aforementioned parties.
 - c) A complaint or suggestion shall only be valid if it is drawn up by the member designated by the QPAT.

- d) Every unanimous recommendation of the committee dealing with an evaluation rule must entail a corresponding amendment to the *Manuel d'évaluation de la scolarité*.
- e) Moreover, the Ministère and the QPAT 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.

6-1.23 Once the system allowing school boards to decide on the attestation of schooling in accordance with articles 6-1.00, 6-2.00 and 6-3.00 of this entente has been set up, the Ministère, the QESBA and the QPAT agree to meet at the written request of a board or union to discuss any problem resulting from the implementation of the new system and, where applicable, to agree on appropriate solutions to the problems raised.

6-2.00 CLASSIFICATION¹

6-2.01 A) The evaluation of schooling in complete years as decided in clause 6-1.03 or 6-1.11 shall determine the category of every teacher in the following manner:

There shall be classified in category:

- a) 14 years or less, every teacher who has 14 years of schooling or less;
- b) 15 years, every teacher who has 15 years of schooling;
- c) 16 years, every teacher who has 16 years of schooling;
- d) 17 years, every teacher who has 17 years of schooling;
- e) 18 years, every teacher who has 18 years of schooling;
- f) 19 years, every teacher who has 19 years of schooling or more without a doctorate;
- g) 20 years, every teacher who has 19 years of schooling or more with a doctorate.

This subclause applies until the last workday of the 2000-2001 school year.

¹

This article comes into force on July 1, 2000. The provisions of article 6-2.00 and Appendix LIV of the 1995-1998 entente apply until the coming into force of this article.

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B)¹ As of the first workday of the 2001-2002 school year, the evaluation of the complete years of schooling decided under clause 6-1.03 or 6-1.11 shall determine the applicable rate², as the case may be, as well as the salary scale granted to every teacher in the following manner:

There shall be classified in scale:

- a) 17 years or less, every teacher who has 17 years of schooling or less;
- b) 18 years, every teacher who has 18 years of schooling;
- c) 19 years, every teacher who has 19 years of schooling or more without a doctorate;
- d) 20 years, 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.

The board shall recognize for every teacher it hires the official attestation of schooling issued by the Minister or by a school board within the meaning of clause 6-1.19.

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 (according to 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 school board within the meaning of clause 6-1.19 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 category³ 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 respecting the criteria for evaluation of schooling as a factor in establishing the qualifications of teaching personnel (R.R.Q., 1981, c. C-60, r. 4) of the Minister, the category² 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 his or her documents cannot be clearly identified with evaluations prescribed in the *Manuel d'évaluation de la scolarité* of the Minister.

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¹ As of July 1, 2003, this subclause shall apply subject to Appendix XXXIX.

² 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, 20 years.

³ As of the first workday of the 2001-2002 school year, the word "category" is replaced by "scale".

The board alone shall determine a teacher's provisional category¹ within thirty (30) days² 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.

Within ten (10) days of the decision concerning the provisional classification³, the board shall inform the union. At the union’s written request, the board shall forward a copy of the provisional classification file to the union.

6-2.04 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.

6-2.05 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 this agreement, the definitive classification may have no effect prior to the date of the coming into force of this entente.

¹ As of the first workday of the 2001-2002 school year, the word "category" is replaced by "scale".

² Excluding the month of July as well as the days included between December 20 and January 5.

³ **PROVISIONAL CLASSIFICATION**
School board: _____
Teacher: _____

Level of studies	Diploma	Years recognized
Secondary	_____	_____
Collegial	_____	_____
	_____	_____
University	_____	_____
	_____	_____
	_____	_____
	_____	_____
	Total of years recognized	_____

Provisional classification established by the board (category* _____)

Date: _____

Signature: _____
For the board

* As of the first workday of the 2001-2002 school year, the word "category" is replaced by "scale".

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. (See Appendix X.)

6-2.06 Every year, before or with the first installment of the teacher's salary, the board shall inform the teacher of the category¹, years of experience and experience step that it recognizes for him or her.

6-3.00 RECLASSIFICATION²

- 6-3.01**
- a) Reclassification of teachers shall take place once yearly.
 - b) The teacher who wishes to have his or her schooling reevaluated must provide the board with the documents specified in the second paragraph of clause 6-1.04 or with a copy of the request for the documents made by the teacher to the institution that is to issue them.
 - c) The board shall then proceed, if need be, with the reevaluation of the teacher's schooling in accordance with the provisions of clause 6-1.03 within thirty (30) days³ of the date on which it received the documents required under subclause b) of this clause.

6-3.02 At the union's request, the board shall, within thirty (30)³ days of the date on which it received the documents required for the request for reevaluation, forward to the union a copy of the teacher's reclassification file.

- A7 6-3.03⁴**
- 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) Beginning July 1, 2001, a teacher who is reclassified to 17 years shall benefit from an advancement of two (2) steps on the salary scale for 17 years or less without exceeding step 17. A teacher who is reclassified to 16 years or less shall not be entitled to any accelerated advancement in step.
 - c) Beginning July 1, 2001, a teacher who is reclassified to 18 years, 19 years or 20 years, based on the 17 years or less scale shall be granted the step corresponding to his or her experience recognized under article 6-4.00 without exceeding step 15.

¹ As of the first workday of the 2001-2002 school year, the word "category" is replaced by "scale".

² This article come into force on July 1, 2000. The provisions of article 6-3.00 and Appendix LIV of the 1995-1998 entente apply until the coming into force of this article.

³ Excluding the month of July as well as the days included between December 20 and January 5.

A7 ⁴ As of July 1, 2003, this clause shall apply subject to Appendix XXXIX.

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- d) The salary readjustment, if need be, resulting from the reclassification shall be retroactive to the middle (101st day) of the current work year:
 - 1. if, on January 31 of the current school year, the teacher had completed the necessary studies for a new evaluation of his or her years of schooling; and
 - 2. if he or she had provided, before April 1 of the current school year, the documents required under subclause b) of clause 6-3.01.
 - e) Where applicable, retroactivity resulting from a reclassification shall be paid 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.

6-4.00 RECOGNITION OF YEARS OF EXPERIENCE

- 6-4.01**
- a) For every teacher in its employ on July 1, 1999, the board shall recognize the years of experience and experience step which it recognized for him or her for the 1998-1999 school year.
 - b) For every teacher in its employ on July 1, 1999, the board shall evaluate the years of experience acquired after the 1998-1999 school year in accordance with clauses 6-4.02 to 6-4.08 and, where applicable, shall revise his or her step accordingly.
 - c) The board shall evaluate all the years of experience of every teacher engaged as of July 1, 1999 in accordance with clauses 6-4.02 to 6-4.08.¹
 - d) Notwithstanding the foregoing, the experience acquired in 1982-1983 and in 1996-1997 shall not allow for any advancement in step.²
 - e) Beginning July 1, 2000, the board shall recognize the experience of every teacher acquired during the 1996-1997 school year that would have been recognized for that year under article 6-4.00 of the 1995-1998 agreement, were it not for subclause d) of clause 6-4.01 of that agreement and, where applicable, shall revise his or her step accordingly.

The experience recognized shall have no retroactive effect.

¹ As of the first workday of the 2001-2002 school year, when the board hires a teacher for whom it recognizes 17 years of schooling, he or she shall be granted the 17 years or less scale and the experience step recognized under this article, increased by two (2) without exceeding step 17.

² As of July 1, 2000, subclause d) should read: "Notwithstanding the foregoing, the experience acquired in 1982-1983 shall not allow for any advancement in step".

A2 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 because of 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, 5-13.23 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.

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, he or she 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 XI.)

6-4.04 For a teacher-by-the-lesson and a casual supply teacher, the number of days of experience shall be calculated for each school year separately in the following manner:

a) For the casual supply teacher

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

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

$$\begin{array}{lcl} \text{Number of days} & & \text{Total number of 45-} \\ \text{of experience} & = & \text{to 60-min. periods} \\ & & 4 \end{array}$$

For periods of more than sixty (60) minutes

$$\begin{array}{lcl} \text{Number of days} & & \text{Total number of periods} \\ \text{of experience} & = & \text{of more than 60 minutes} \\ & & 3 \end{array}$$

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

$$\begin{array}{lcl} \text{Number of days} & = & \text{Total number of hours} \\ \text{of experience} & & 4 \end{array}$$

¹ Within the meaning of the Règlement définissant ce qui constitue une fonction pédagogique ou éducative aux fins de la Loi sur l'instruction publique (L.R.Q., 1981, c. I-14, r. 9) in effect on June 30, 1989.

6-4.05 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.

6-4.06 In no case shall more than one year of experience be recognized for any school year during which a teacher taught or held another pedagogical position nor for any year during which a teacher practised a trade or profession related to the function that he or she is to perform at the board.

6-4.07 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.

6-4.08 If a teacher must leave the service of the board to carry out activities within the context of the professional improvement system prescribed in Chapter 7-0.00, the board shall recognize, upon his or her return, the same number of years of experience as he or she would have had had he or she remained in the service of the board.

6-5.00 SALARY AND SALARY SCALES

A7 6-5.01 Subject to clause 6-5.02, the teacher shall be entitled to the salary prescribed in Appendix XXX, in clauses 6-5.05 to 6-5.08 and in Appendix XXXIX, according to the category¹ in which he or she is classified under articles 6-1.00, 6-2.00 and 6-3.00 and according to the experience step recognized under article 6-4.00. For the 2002-2003 school year, a teacher shall be entitled to the provisions of clauses 6-5.10 to 6-5.14.

The teacher's annual salary applies to the entire school year including the workdays, paid legal holidays and vacation days.

6-5.02 a) This clause applies only to the teacher who meets the following conditions i) to v):

- i) He or she is in the employ of the board.
- ii) He or she was in the employ of the board before December 15, 1972.

¹ As of the first workday of the 2001-2002 school year, the word "category" is replaced by "scale".

-
- iii) His or her employment ties have not been severed since December 15, 1972.
 - iv) On June 30, 1998, the category¹ resulting from the official attestation of the status of his or her schooling entails a salary lower than the salary to which he or she would be entitled as a result of the application of his or her provisional classification defined in clause 6-5.15 of the document annexed to Order-in-Council #3811-72.
 - v) Subject to paragraphs vi) and vii) which follow, the teacher has pursued studies and has thus completed, between July 1 and June 30 of each school year, beginning July 1, 1998, at least one fifth (1/5) of an additional year of schooling and has received, for the preceding school year, deferred salary benefits.
 - vi) The obligation to have received deferred salary during the preceding school year does not apply to:
 - 1- a teacher on a leave of absence without salary during the preceding school year;
 - 2- a teacher who is absent from work for more than ninety (90) days for reasons of disability or parental leave prescribed in clauses 5-13.09, 5-13.10 and 5-13.22 during the preceding school year.
 - vii) As of the 1998-1999 school year, a teacher who is already entitled to deferred salary shall maintain his or her full right to it for the school year in question, if for that school year, he or she meets the following two (2) conditions:
 - 1- the teacher has successfully completed at least one tenth (1/10) of a year of schooling;
 - 2- the teacher thus completes the fraction of a year of schooling enabling him or her to obtain his or her provisional classification defined in clause 6-5.15 of Order-in-Council #3811-72.

The teacher shall no longer be entitled to deferred salary for the following school year.
 - b) The teacher referred to in the preceding subclause a) who proves to the board that he or she has pursued studies and that he or she has thus completed, between July 1 and June 30 of each school year, beginning July 1, 1998, at least one fifth (1/5) of an additional year of schooling shall be entitled to receive, within sixty (60) days (but never before June 30 of the year in question) of giving the board the official documents proving that he or she has completed at least one fifth (1/5) of a year of schooling, an amount equal to the difference, if it is positive, between:
 - i) the salary to which he or she would have been entitled during each of the years covered by this agreement as a result of the application of his or her provisional classification (defined in clause 6-5.15 of the document annexed to Order-in-Council #3811-72) on the salary scales prescribed for the said school year according to the terms and conditions for the payment of remuneration prescribed in article 6-8.00 and his or her experience step during the year in question.

¹ As of the first workday of the 2001-2002 school year, the word "category" is replaced by "scale".

The salary shall be calculated by taking into account the duration of his or her service for that period and, if need be, shall be reduced proportionately during the period in which a percentage of the salary was applicable to him or her (e.g. disability, professional improvement);

and

- ii) all the sums already received by the teacher for the school year in question and those to be paid under the other clauses of the agreement for the year as remuneration only.
- c) For the purpose of applying this clause, the employment ties of a teacher shall not be altered by the division, the amalgamation (including the disappearance of one board to the benefit of one or more other boards) or the change in the legal structures of the board which employed him or her on December 15, 1972, and the new employer resulting from the division, the amalgamation (including the disappearance of one board to the benefit of one or more other boards) or the change in the legal structures shall be obliged to consider the teacher as having remained in the employ of the board which employed him or her on December 15, 1972.
- d) The right to deferred salary shall cease as soon as the official attestation of the teacher's status of schooling allows him or her to be classified in the category¹ corresponding to his or her provisional classification defined in clause 6-5.15 of the document annexed to Order-in-Council #3811-72.
- e) For the school year at the end of which the teacher leaves the employ of the board to retire, the obligation to have completed one fifth (1/5) year of schooling in order to receive deferred salary for the said year does not apply to the teacher if all the other conditions prescribed in this clause are met.

6-5.03 The amounts to be paid under clause 6-5.02 shall constitute deferred salary.

A4 6-5.04 For each period of the 1998-1999, 1999-2000 and 2000-2001 school years, the salary scale is the applicable salary scale under Appendix XXX.

For each period of the 2001-2002 and 2002-2003 school years, the salary scale is the applicable salary scale under clauses 6-5.05 to 6-5.08.

The applicable salary scales shall take into account the increase prescribed in clause 6-5.09 for the period concerned.

For the purpose of this agreement:

- the expression "as of the first workday" of a given school year means the period from the first workday of the school year concerned to the 100th workday of the school year;
- the expression "as of the 101st workday" of a given school year means the period from the 101st workday of the school year concerned to the last workday of the school year;

¹ As of the first workday of the 2001-2002 school year, the word "category" is replaced by "scale".

- the expression "as of the first workday" of the 2002-2003 school year means the period from the first workday of the school year to the 140th workday of the school year;
- the expression "as of the 141st workday" of the 2002-2003 school year means the period from the 141st workday of the school year to the last workday of the school year.

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For each period of the 2003-2004, 2004-2005 and 2005-2006 school years, the applicable salary scale is found in Section 1.1 of Appendix XXXIX.

A4

6-5.05

Annual salary scales applicable as of the 1st workday of the 2001-2002 school year, as of the 101st workday of the 2001-2002 school year, as of the 1st workday of the 2002-2003 school year and as of the 141st workday of the 2002-2003 school year

Scale¹ - 17 years or less²

Steps ³	Rates as of the 1 st workday of the 2001-2002 school year	Rates as of the 101 st workday of the 2001-2002 school year and as of the 1 st workday of the 2002-2003 school year	Rates as of the 141 st workday of the 2002-2003 school year
1	32 228	33 034	33 695
2	33 424	34 260	34 945
3	34 620	35 486	36 196
4	35 728	36 621	37 353
5	36 870	37 792	38 548
6	38 050	39 001	39 781
7	39 267	40 249	41 054
8	40 523	41 536	42 367
9	41 820	42 866	43 723
10	43 158	44 237	45 122
11	44 538	45 651	46 564
12	45 963	47 112	48 054
13	47 434	48 620	49 592
14	48 951	50 175	51 179
15	50 517	51 780	52 816
16	52 133	53 436	54 505
17	53 801	55 146	56 249

¹ As defined in clause 1-1.17.

² The teacher whose schooling is evaluated at 17 years is granted the step corresponding to that to which his or her experience entitles him or her, increased by two (2), without exceeding step 17.

³ As defined in clause 1-1.18.

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6-5.06

Annual salary scales applicable as of the 1st workday of the 2001-2002 school year, as of the 101st workday of the 2001-2002 school year, as of the 1st workday of the 2002-2003 school year and as of the 141st workday of the 2002-2003 school year

Scale¹ - 18 years

Steps ²	Rates as of the 1 st workday of the 2001-2002 school year	Rates as of the 101 st workday of the 2001-2002 school year and as of the 1 st workday of the 2002-2003 school year	Rates as of the 141 st workday of the 2002-2003 school year
1	37 189	38 119	38 881
2	38 322	39 280	40 066
3	39 490	40 477	41 287
4	40 693	41 710	42 544
5	41 933	42 981	43 841
6	43 211	44 291	45 177
7	44527	45 640	46 553
8	45 884	47 031	47 972
9	47 282	48 464	49 433
10	48 723	49 941	50 940
11	50 207	51 462	52 491
12	51 737	53 030	54 091
13	53 314	54 647	55 740
14	54 938	56 311	57 437
15	56 612	58 027	59 188

¹ As defined in clause 1-1.17.

² As defined in clause 1-1.18.

A4 6-5.07 **Annual salary scales applicable as of the 1st workday of the 2001-2002 school year, as of the 101st workday of the 2001-2002 school year, as of the 1st workday of the 2002-2003 school year and as of the 141st workday of the 2002-2003 school year**

Scale¹ - 19 years

Steps²	Rates as of the 1st workday of the 2001-2002 school year	Rates as of the 101st workday of the 2001-2002 school year and as of the 1st workday of the 2002-2003 school year	Rates as of the 141st workday of the 2002-2003 school year
1	40 001	41 001	41 821
2	41 178	42 207	43 051
3	42 374	43 433	44 302
4	43 633	44 724	45 618
5	44 972	46 096	47 018
6	46 301	47 459	48 408
7	47 701	48 894	49 872
8	49 130	50 358	51 365
9	50 645	51 911	52 949
10	52 185	53 490	54 560
11	53 796	55 141	56 244
12	55 424	56 810	57 946
13	57 157	58 586	59 758
14	58 928	60 401	61 609
15	60 762	62 281	63 527

¹ As defined in clause 1-1.17.

² As defined in clause 1-1.18.

A4

6-5.08

Annual salary scales applicable as of the 1st workday of the 2001-2002 school year, as of the 101st workday of the 2001-2002 school year, as of the 1st workday of the 2002-2003 school year and as of the 141st workday of the 2002-2003 school year

Scale¹ - 20 years²

Steps ³	Rates as of the 1 st workday of the 2001-2002 school year	Rates as of the 101 st workday of the 2001-2002 school year and as of the 1 st workday of the 2002-2003 school year	Rates as of the 141 st workday of the 2002-2003 school year
1	44 486	45 598	46 510
2	45 664	46 806	47 742
3	46 859	48 030	48 991
4	48 119	49 322	50 308
5	49 457	50 693	51 707
6	50 786	52 056	53 097
7	52 187	53 492	54 562
8	53 616	54 956	56 055
9	55 131	56 509	57 639
10	56 668	58 085	59 247
11	58 282	59 739	60 934
12	59 909	61 407	62 635
13	61 642	63 183	64 447
14	63 414	64 999	66 299
15	65 247	66 878	68 216

¹ As defined in clause 1-1.17.

² 19 years of schooling or more with a doctorate.

³ As defined in clause 1-1.18.

6-5.09 Increase in salary scales and rates as of the 101st workday of the 1998-1999 school year

- A) Period from the 101st workday of the 1998-1999 school year to the 100th workday of the 1999-2000 school year

Every rate and every salary scale in force on the 100th workday of the 1998-1999 school year shall be increased, as of the 101st workday of the 1998-1999 school year, by a percentage equal to 1.5 percent.

- B) Period from the 101st workday of the 1999-2000 school year to the 100th workday of the 2000-2001 school year

Every rate and every salary scale in force on the 100th workday of the 1999-2000 school year shall be increased, as of the 101st workday of the 1999-2000 school year, by a percentage equal to 2.5 percent.

- C) Period from the 101st workday of the 2000-2001 school year to the 100th workday of the 2001-2002 school year

Every rate and every salary scale in force on the 100th workday of the 2000-2001 school year shall be increased, as of the 101st workday of the 2000-2001 school year, by a percentage equal to 2.5 percent.

A4

- D) Period from the 101st workday of the 2001-2002 school year to the 140th workday of the 2002-2003 school year

Every rate and every salary scale in force on the 100th workday of the 2001-2002 school year shall be increased, as of the 101st workday of the 2001-2002 school year, by a percentage equal to 2.5 percent.

A4

- E) Period commencing on the 141st workday of the 2002-2003 school year

Every rate and every salary scale in force on the 140th workday of the 2002-2003 school year shall be increased, as of the 141st workday of the 2002-2003 school year, by a percentage equal to 2 percent.

A4 Payment of lump sum for a fixed period during the 2002-2003 school year and the terms and conditions of payment

A4 6-5.10 For the period from the 141st workday of the 2002-2003 school year to the 180th workday of the 2002-2003 school year, a teacher shall receive a lump sum paid in one instalment only no later than June 30, 2003. The lump sum shall be equal to two percent (2%) of the salary rate¹⁻² in force on the 140th workday of the 2002-2003 school year and of the amount of premiums³ in effect on that date for each day or part of a day a teacher receives a salary from the board according to the types of premiums³ applicable to the teacher.

A4 6-5.11 The teacher whose employment ties were severed between the 101st workday and the 140th workday of the 2002-2003 school year shall receive, if he or she has not indicated to the board within a time limit of seven (7) days after his or her employment ended his or her intent to refuse the lump sum payment, a lump sum of two percent (2%) of the salary rate¹⁻² increased by the premiums³ applicable to the teacher for each day or part of a day the teacher receives a salary from the board for the period from the 101st workday to the 140th workday of the 2002-2003 school year. The lump sum shall be paid in one instalment only no later than June 30, 2003.

A4 6-5.12 Clause 6-5.10 shall apply to the teacher referred to in clause 6-5.11 who is newly hired as a teacher before the 180th workday of the 2002-2003 school year in a school board, provided that he or she has refused the lump sum payment prescribed in clause 6-5.11.

Clause 6-5.10 shall apply to an employee governed by an agreement containing similar provisions with another employer referred in section 1 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) and by the agreement concerning the extension of the collective agreements to June 30, 2003 who is hired as a teacher before the 180th workday of the 2002-2003 school year, provided that he or she refused the lump sum payment prescribed under similar provisions applicable to him or her.

¹ For the purposes of this clause, the amounts a teacher receives in maternity leave benefits, parental leave allowances, salary insurance benefits including those paid by the CSST, the SAAQ and the board in the case of a work accident, if need be, and the amounts associated with security of employment are also included in the salary rate.

² For the purposes of this clause, salary rate signifies:

- for the full-time teacher: 1/200 of the applicable annual salary per workday;
- for the part-time teacher: 1/200 of the applicable annual salary per workday equal to the percentage of workload he or she assumes in relation to the full-time teacher's workload;
- for any other teacher: the appropriate rate prescribed in the collective agreement applicable to his or her status.

³ For the purposes of this clause, the notion of premium includes premiums for regional disparities, the premium prescribed in article 9 of Appendix XVIII, annual supplements and compensation for exceeding the maximum workload, if applicable. For the purposes of this clause, exceeding the maximum workload signifies assigning a workload that is greater than that prescribed in the agreement, substitution carried out by a regular teacher in addition to his or her workload and the excess teaching periods in adult education or vocational education.

- A4

6-5.13

Any lump sum prescribed in clauses 6-5.10 and 6-5.11 shall cease to have effect on the workday mentioned in either one of these clauses, despite any obligation to maintain working conditions prescribed in clause 10-3.08.
- A4

6-5.14

Only the portion of the lump sum resulting from the application of clauses 6-5.10 and 6-5.11 applicable to the teacher’s salary rate¹⁻² is pensionable.
- A4

6-5.15

Clauses 6-5.10 to 6-5.14 shall apply to a casual supply teacher, teacher-by-the-lesson or hourly paid teacher.

6-6.00 ANNUAL SUPPLEMENTS

- A4

6-6.01

The teacher who is appointed staff assistant³ or head teacher⁴ in a school shall receive the following supplement for his or her additional responsibilities:

PERIOD	AMOUNT
As of the first workday of the 1998-1999 school year	\$1 145
As of the 101 st workday of the 1998-1999 school year	\$1 162
As of the 101 st workday of the 1999-2000 school year	\$1 191
As of the 101 st workday of the 2000-2001 school year	\$1 221
As of the 101 st workday of the 2001-2002 school year and as of the 1 st workday of the 2002-2003 school year	\$1 252
As of the 141 st workday of the 2002-2003 school year	\$1 277

¹ For the purposes of this clause, the amounts a teacher receives in maternity leave benefits, parental leave allowances, salary insurance benefits including those paid by the CSST, the SAAQ and the board in the case of a work accident, if need be, and the amounts associated with security of employment are also included in the salary rate.

² For the purposes of this clause, salary rate signifies:

- for the full-time teacher: 1/200 of the applicable annual salary per workday;
- for the part-time teacher: 1/200 of the applicable annual salary per workday equal to the percentage of workload he or she assumes in relation to the full-time teacher’s workload;
- for any other teacher: the appropriate rate prescribed in the collective agreement applicable to his or her status.

³ As defined in clause 1-1.03.

⁴ As defined in clause 1-1.39.

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 for special leaves.

6-7.02 a) For each period of the 1998-1999, 1999-2000 and 2000-2001 school years, a teacher-by-the-lesson shall be remunerated under Appendix XXX on the basis of the applicable hourly rates corresponding to the categories described in subclause A) of clause 6-2.01.

A4 b) As of the first workday of the 2001-2002 school year, as of the 101st workday of the 2001-2002 school year, as of the first workday of the 2002-2003 school year and as of the 141st workday of the 2002-2003 school year, a teacher-by-the-lesson shall be remunerated on the basis of the hourly rates set hereinafter:

<div>Rates</div> <div>Periods concerned</div>	16 years or less	17 years	18 years	19 years	20 years ¹
As of the 1 st workday of the 2001-2002 school year	\$39.50	\$43.02	\$45.54	\$48.91	\$52.08
As of the 101 st workday of the 2001-2002 school year and as of the 1 st workday of the 2002-2003 school year	\$40.49	\$44.10	\$46.68	\$50.13	\$53.38
As of the 141 st workday of the 2002-2003 school year	\$41.30	\$44.98	\$47.61	\$51.13	\$54.45

A7 As of the first workday of the 2003-2004 school year, a teacher-by-the-lesson shall be remunerated on the basis of the hourly rates prescribed in Section 1.2 of Appendix XXXIX.

c) These rates shall be 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 category².

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 19 years of schooling or more with a doctorate.

² As of the first workday of the 2001-2002 school year, the expression "for his or her category" is repealed.

6-7.03 a) For each period of the 1998-1999, 1999-2000 and 2000-2001 school years, a casual supply teacher shall be remunerated on the basis of the applicable rates under Appendix XXX.

A4 b) As of the first workday of the 2001-2002 school year, as of the 101st workday of the 2001-2002 school year, as of the first workday of the 2002-2003 school year and as of the 141st workday of the 2002-2003 school year, a casual supply teacher shall be remunerated in the following manner:

<div>Substitution time in a day</div> <div>Periods concerned</div>	60 minutes or less	between 61 and 150 minutes ¹	between 151 and 210 minutes ²	more than 210 minutes ³
As of the 1 st workday of the 2001-2002 school year	\$32.22	\$80.55	\$112.77	\$161.10
As of the 101 st workday of the 2001-2002 school year and as of the 1 st workday of the 2002-2003 school year	\$33.03	\$82.58	\$115.61	\$165.15
As of the 141 st workday of the 2002-2003 school year	\$33.69	\$84.23	\$117.92	\$168.45

A7 As of the first workday of the 2003-2004 school year, a casual supply teacher shall be remunerated according to Section 1.2 of Appendix XXXIX.

c) 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:

rate prescribed for
60 minutes or less
50

X

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.

- d) A casual supply teacher who reports to school to carry out substitution at the request of the board or the school principal shall receive, as a minimum, the rate determined for sixty (60) minutes or less.
- e) At the secondary level, a casual supply teacher may not be required to do more than five (5) periods of forty-five (45) to sixty (60) minutes per day.
- f) The aforementioned amounts include workdays as well as paid legal holidays.

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

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

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

- g) However, if a full-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. The salary that he or she would receive shall be based on the category¹ as established by the board at the beginning of the year or, if need be, the middle (on 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 salary on the applicable salary scale 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.
- h) 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 THE PAYMENT OF SALARY

6-8.01 The 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) instalments, according to the following terms and conditions:

- a) As of the beginning of the work year, the teacher shall receive, on every second Thursday, 1/26 of the applicable annual amounts in salary, supplements and premiums on the first workday of the pay period² concerned.
- b) Notwithstanding subclause 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 subclause 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 clause of the agreement.

A1 6-8.02 For every extra period prescribed in subclause e) of clause 8-7.02, the teacher concerned shall be entitled to a monetary compensation equal to 1/1000 of his or her applicable annual salary for every forty-five (45)- to sixty (60)-minute period.

For every period less than forty-five (45) minutes or greater than sixty (60) minutes, the monetary compensation shall be equal to the number of minutes divided by forty-five (45) and multiplied by 1/1000 of the applicable annual salary.

Subject to articles 5-10.00 and 5-13.00, every extra period shall be paid as long as it remains a part of the teacher's timetable.

¹ As of the first workday of the 2001-2002 school year, the word "category" is replaced by "scale".

² 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.

6-8.03 The remuneration for substitution carried out by the teachers of the school:

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

or

b) who carry out substitution under the emergency system established in clause 8-8.05,

is equal to 1/1000 of the applicable annual salary of the teacher concerned for every forty-five (45)- to sixty (60)-minute period. For every period less than forty-five (45) minutes or greater than sixty (60) minutes, the salary shall be equal to the number of minutes divided by forty-five (45) and multiplied by 1/1000 of the applicable annual salary.

6-8.04 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.

6-8.05 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

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 FOR PROFESSIONAL IMPROVEMENT**

7-1.01 For the purpose of applying this chapter, the board shall have one hundred and sixty dollars (\$160) available as of the 1999-2000 school year per full-time teacher, excluding teachers on availability, in the service of the board on September 30.

7-1.02 In order to facilitate the professional improvement of teachers in isolated areas, the Minister shall provide twenty-one thousand five hundred dollars (\$21 500) as of the 1999-2000 school year. This amount shall be distributed under Appendix XII.

7-1.03 The amounts available for one year and not used or committed shall be added to the amounts available for the following school year. The same applies to the amounts available for professional improvement under the provisions of the 1995-1998 agreement and not used or committed on June 30, 1999.

7-1.04 The amounts available for professional improvement under this chapter shall be subject to the decisions of a parity committee of which the composition, the prerogatives and operation are defined in Chapter 4-0.00 of this agreement. If the board refuses to apply a decision of the parity committee concerning the administration of these amounts, the parity committee must again consider the matter.

7-2.00 PROFESSIONAL IMPROVEMENT (SUBJECT TO THE AMOUNTS ALLOCATED AND THE PROVINCIAL PROFESSIONAL IMPROVEMENT PROGRAMS)

This matter 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 8-0.00 THE TEACHER'S WORKLOAD AND ITS ORGANIZATION**8-1.00 GENERAL PRINCIPLES**

8-1.01 The conditions for exercising the profession of teaching must be such that the student may benefit from the quality of education which he or she is entitled to expect and which the board and the teachers have the obligation to provide to him or her.

8-1.02 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 teaching materials required for teaching 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 teaching materials required for teaching 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.

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

- a) to prepare and present courses and provide developmental and cognitive learning activities within the guidelines of the authorized programs;
- b) to work together with the other teachers and personnel of the school in order to take the appropriate measures to meet the individual needs of students;
- c) to organize and supervise student activities;

- d) to organize and supervise workplace internships;
- e) to be responsible for providing support (encadrement) to a group of students;
- f) to 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;
- g) to supervise the students for whom he or she is responsible as well as other students in his or her presence;
- h) to monitor the late arrivals and absences of his or her students and to report them to the school administration according to the system in effect; the system shall be a subject submitted to the participating body of teachers determined under Chapter 4-0.00;
- i) to participate in meetings relating to his or her work;
- j) to perform other duties usually assigned to teaching personnel.

8-3.00 INTRODUCTION OF NEW PROGRAMS (PROTOCOL)

8-3.01 When the board introduces a new program, it shall provide students with teaching materials and textbooks in sufficient quantity.

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

8-4.00 RULES CONCERNING THE FORMATION OF STUDENT GROUPS

8-4.01 Subject to clause 8-4.03, the board shall respect the maximums prescribed in clause 8-4.02 in establishing student groups. Furthermore, the board shall respect the averages prescribed in that same clause for the said student category. The averages shall be calculated at the board level. However, the averages and maximums do not apply to student groups subject to organizational teaching modes such as team teaching, conference courses, etc.

A2 8-4.02

STUDENT GROUPS		AV.	MAX.
	<u>PRESCHOOL</u>		
	<u>Kindergarten</u> (4-year-olds)		
1	Regular	15	18
	<u>Kindergarten</u> (5-year-olds)		
2	Regular	20 ¹	22 ¹
	<u>Students with social maladjustments or learning disabilities</u>		
3	Students with behavioural difficulties	8	10
	<u>Students with handicaps</u>		
	Students identified as handicapped by:		
4	a mild motor impairment or an organic impairment	10	12
5	a moderate to severe intellectual handicap	8	10
6	a language disorder, an atypical disorder or a severe motor impairment	6	8
7	a serious language disorder, a visual impairment or a hearing impairment	5	7
8	a profound intellectual handicap, a pervasive developmental disorder or a psychopathological disorder	4	6

¹ Subject to the implementation schedule for the new rules respecting the formation of student groups under the terms of the agreement on educational success in Appendix XIII and the list of schools located in economically disadvantaged areas in Part B of Appendix XIV. However, during the 2000-2001 school year, the average is 18 and the maximum is 20 for preschool student groups (5-year-olds) in the schools mentioned in Part A of Appendix XIV.

STUDENT GROUPS		AV.	MAX.
	<u>ELEMENTARY</u>		
	<u>Regular</u>		
9	Grade 1	23 ¹	25 ¹
10	Grades 2 and 3	25 ¹	27 ¹
11	Other elementary school grades	27	29
	<u>Students with social maladjustments or learning disabilities</u>		
12	All at-risk students	12	16
	- At-risk students with behavioural difficulties	10	12
13	Severe behavioural difficulties linked to psychosocial disturbances	7	9
	<u>Students with handicaps</u>		
	Students identified as handicapped by:		
14	a mild motor impairment or an organic impairment	12	14
15	a moderate to severe intellectual handicap	10	12
16	a language disorder, an atypical disorder or a severe motor impairment	8	10
17	a serious language disorder	6	8
18	a pervasive developmental disorder, a psychopathological disorder, a visual impairment or a hearing impairment	5	7
19	a profound intellectual handicap	4	6

Buildings with elementary-school students whose decile rank is 9 or 10. The decile rank is based on two indicators: the percentage of families with children under 18 years of age below the relative low income level or the percentage of mothers with children under 18 years of age who did not obtain a secondary school diploma (2/3) and the percentage of families with a child under 18 years of age and both parents are unemployed (1/3).

STUDENT GROUPS		AV.	MAX.
	<u>SECONDARY</u>		
	<u>Regular</u>		
20	For courses for students enrolled in a temporary individualized path for learning	18	20
21	For technical exploration courses (vocational exploration), introduction to technology courses and home economics courses	20	23
22	For other Secondary I to V general education courses	30	32
	<u>Students with social maladjustments or learning disabilities</u>		
23	All at-risk students	16	20
	- At-risk students with behavioural difficulties	12	14
24	Severe behavioural difficulties linked to psychosocial disturbances	9	11
	<u>Students with handicaps</u>		
	Students identified as handicapped by:		
25	a mild motor impairment or an organic impairment	14	16
26	a moderate to severe intellectual handicap	12	14
27	a language disorder	10	12
28	an atypical disorder or a severe motor impairment	9	11
29	a pervasive developmental disorder or a psychopathological disorder	6	8
30	a visual impairment or a hearing impairment	5	7
31	a profound intellectual handicap	4	6

8-4.03 The board may exceed the maximums indicated in clause 8-4.02 only for one of the following specific reasons: the lack of premises in the school, the limited number of groups in the school, a shortage of qualified available personnel or the geographic location of the school.¹

¹ See article 10-10.00, Local Arrangements.

- 8-4.04**
- a) The teacher who, at the specific request of the board, teaches a group of students which exceeds the maximum prescribed in clause 8-4.02 shall be entitled to a monetary compensation according to the formula provided in Appendix XV.
 - b) Entitlement to such a compensation shall be determined on October 15. If an excess exists on that date, the compensation shall apply as of the date on which the excess situation began but not prior to the first workday of the year and as long as the situation persists. Excess situations which have occurred since the first workday of the year but which no longer exist on October 15 shall not give entitlement to any compensation. However, when an excess situation occurs after that date, the provisions of the preceding subclause apply without reference to October 15.

A2 8-4.05 In a special class, the maximum prescribed in clause 8-4.02 for a group of students identified as having profound intellectual handicaps, pervasive developmental disorders, psychopathological disorders or serious language disorders does not apply if the board provides visible aid other than a teacher. In this case, this group shall not be counted in establishing the average number of students per group.

- 8-4.06**
- a) When a group of students with handicaps or social maladjustments or learning disabilities includes students of different categories of students with handicaps or social maladjustments or learning disabilities, the maximum and average number of students in the group shall be determined in accordance with Appendix XVI.
 - b) When a group of students enrolled in a temporary individualized path for learning includes one or more students in one or more categories of students with handicaps or social maladjustments or learning disabilities, the maximum and the average number of students in the group shall be determined in accordance with Appendix XVI.

8-4.07 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) When a school has sixty-five (65) students or more 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, in keeping with subclause a), the board wishes to form multigrade classes in which the number of students in a two-level class is:

- fewer than twenty (20), if one or more students in the class are in grade one;
- fewer than twenty-two (22), if none of the students are in grade one but one or more students are in grades two or three;
- fewer than twenty-four (24), if there are only grade-four, -five and -six students in the class.

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

- c) Subject to subclause d), in a school where there are 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.

- d) In a school where there are fewer than twenty-five (25) students at the elementary level, a multigrade class may contain more than three (3) levels.
- e) The compensation for exceeding the number of students per group in a multigrade class shall be established on the basis of the average¹ and not the maximum and the compensation shall be calculated accordingly.
- f) For the purpose of applying this clause, "school" means the building where the teacher provides instruction.

A2 **8-4.08** The board and the union may change or replace the averages and maximums prescribed in subclauses 1, 2, 9, 10, 11, 20, 21 and 22 of clause 8-4.02.²

8-5.00 DURATION OF WORKING TIME

8-5.01 A teacher's work year shall begin on September 1 and end on the following June 30 and shall comprise two hundred (200) workdays.²

8-5.02 Distribution in the calendar year of the workdays within the work year excluding the determination of the number of workdays and period covered by the work year

This matter 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).

8-6.00 WORKWEEK

8-6.01 A teacher's workweek shall comprise five (5) days from Monday to Friday.

A7 **8-6.02³** a) A teacher shall be required to be present at his or her assigned place of work for a total of twenty-seven (27) hours per week or the equivalent at times determined by the board or the school principal for each teacher.

A teacher shall be notified of any change in the distribution of the twenty-seven (27) hours by prior notice sufficient to allow the teacher to be present at the required time.

Moreover, if a change of a permanent nature is involved, the teacher must have been consulted and, failing agreement on when the change will take place, prior notice, unless there is an agreement to the contrary between the board and the union, must be of at least five (5) days².

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

² See article 10-10.00, Local Arrangements.

A7 ³ As of the 2003-2004 school year, clause 8-6.02 is replaced by clause 8-6.02 of Section III of Appendix XXXIX.

- b) Unless there is an agreement to the contrary between the board and the union, the twenty-seven (27) hours shall fall within a framework of thirty-five (35) hours per week or the equivalent, which shall also be determined, for each teacher, by the board or the school principal.

Moreover, this framework shall not exceed a daily span of eight (8) hours.¹

- c) The twenty-seven (27) hours, the framework of thirty-five (35) hours and the daily span of eight (8) hours shall not include the period prescribed for the teacher's meal nor the time prescribed for the first ten (10) group meetings held immediately after the dismissal of all the students nor for the first three (3) meetings with parents.

8-6.03 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.

8-6.04 The board shall determine, after consultation with the union, the beginning and end of a teacher's workday.

8-6.05 In the case where the instruction provided to students covers a cycle other than a five (5)-day cycle, the expression "or the equivalent" means that the twenty-seven (27) hours and the thirty-five (35) hours shall be reduced or increased proportionately.

8-6.06 Terms and conditions for the distribution of working 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).

8-7.00 WORKLOAD

8-7.01 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. At the elementary level, the teacher shall carry out remediation activities with his or her students.

c) Supervision of arrival and dismissal of students:

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

¹ See article 10-10.00, Local Arrangements.

8-7.02 a) Subject to clauses 8-7.04 and 8-7.05, the board or school principal shall respect the following maximums when assigning teachers to activities described in subclauses b) and c) of this clause:

- i) twenty-three (23) hours per week, or the equivalent, for the full-time teacher at the preschool or elementary level;
- ii) twenty (20) hours per week, or the equivalent, for the full-time teacher at the secondary level.

b) The teacher's workload shall be comprised of services to which he or she is assigned by the board or the school principal and which are provided directly to the students. The workload shall include the presentation of courses and lessons, developmental and cognitive learning activities, student activities, support, remediation, homeroom and supervision, with the exception of the supervision of the arrival and dismissal of students and the movement of students at recess and between periods.

c) For the teacher-specialist in guidance, the workload shall also include guidance services to which he or she is assigned by the board or the school principal and which he or she provides directly to the students.

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d) The workload shall not include the time during which the teacher provides additional services to students under article 8-2.00 and to which he or she is not assigned by the board or the school administration. Furthermore, it shall not include the teacher's participation in student activities which are not part of the students' timetable and which are provided by the teacher on a voluntary basis.

e) If, for special reasons, the board exceeds the maximum prescribed in subclause a) for a given teacher, the teacher shall be entitled to the remuneration determined in clause 6-8.02.

f) When the school organization so requires, the teacher's workload or, where applicable, the average time to be devoted to the presentation of courses and lessons may vary within the school year.

Even if the school organization does not require it, the workload may vary within a school year due to a variation in the workload activities other than the presentation of courses and lessons and the developmental and cognitive learning activities.

Should the workload vary within the school year, the expression "or the equivalent" mentioned in subclause a) of this clause and in subclause a) of clause 8-7.03 means on an annual basis.

8-7.03 a) Unless there is an agreement to the contrary between the board and the union, the average teaching time to be devoted to the presentation of courses and lessons, as well as to the supervision of student activities within the students' timetable, shall not exceed:

- i) twenty (20) hours and thirty (30) minutes per week, or the equivalent, for all full-time teachers at the elementary level, with the exception of those referred to in Section IV of Appendix XVIII;
- ii) seventeen (17) hours and five (5) minutes per week, or the equivalent, for all full-time teachers at the secondary level, with the exception of those referred to in Section IV of Appendix XVIII.

- 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 subclauses a) and b), a full-time teacher shall be a regular teacher, with the exception of a teacher on availability, a teacher referred to in subclause a) of clause 5-3.36 and a teacher who has obtained a full-time or part-time leave of absence for the whole year in accordance with this agreement.

- 8-7.04** For the specialist who has 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 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 workweek.

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

- 8-7.05** If the instruction provided covers a cycle other than a five (5)-day cycle, the expression "or the equivalent" means that the teacher's workload or, where applicable, the average time to be devoted to the presentation of courses and lessons for that cycle shall be reduced or increased proportionately.

- 8-7.06** Unless there is an agreement to the contrary between the board and the union, at least fifty (50) percent of the full-time teacher's workload prescribed in clause 8-7.02 shall be devoted to the presentation of courses and lessons as well as to the supervision of student activities within the students' timetable.

This clause does not apply to teacher-specialists in guidance, teachers assigned to regular substitution, teachers on availability or teachers referred to in Section IV of Appendix XVIII.

- 8-7.07** **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).

8-8.00 SPECIAL CONDITIONS

- 8-8.01** A teacher shall have access to the student's school record subject to the respect for persons and for the code of ethics of the specialists who insert documents therein.
- 8-8.02** In a school where the school administration has secretarial personnel at its disposal, the teacher may make use of this personnel to have work done which is directly related to his or her teaching. For this purpose, he or she shall approach the school administration and indicate the work he or she would like to have done and the school administration shall assign the work to its secretarial personnel according to the availability of the said personnel.
- 8-8.03** A teacher shall be entitled to a period of at least fifty (50) minutes for his or her meal. For a teacher at the secondary level, this period shall begin between 11:00 and 12:30, unless there is an agreement to the contrary between the board and the union.
- 8-8.04** The terms and conditions for administering the examinations imposed 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.

8-8.05 Substitution, 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).

8-9.00 PROVISIONS CONCERNING STUDENTS WITH HANDICAPS, SOCIAL MALADJUSTMENTS OR LEARNING DISABILITIES

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8-9.01 The board shall adopt a policy on the organization of educational services for students with handicaps, social maladjustments or learning disabilities. The policy must define 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.

- 8-9.02** No later than June 1, the board shall identify for the following school year, in all its categories of personnel, the specialized resources available in the schools and the board for the provision of services to students with handicaps or social maladjustments or learning disabilities and shall so inform the committee prescribed in clause 8-9.03.

- 8-9.03** The board and the union shall set up an advisory committee of teachers dealing with students with handicaps or social maladjustments or learning disabilities. The committee's mandate shall be:

- a) to give its view on the drawing up of a policy on the organization of educational services for students with handicaps or social maladjustments or learning disabilities;
- b) to make recommendations concerning the implementation of the policy;

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c) to suggest the terms and conditions for integrating students into regular groups 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.

8-9.04 When a teacher detects in his or her class a student who, in his or her opinion, demonstrates particular social maladjustments or learning disabilities or shows signs of a mild motor impairment, an organic impairment or a language disorder, a moderate to severe intellectual handicap or severe developmental disorders or a severe physical handicap, he or she shall report it to the school principal so that the case may be studied by the committee prescribed in clause 8-9.05. This clause applies to regular and special classes.

- A2 8-9.05**
- 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:
 - i) to study each case submitted;
 - ii) to request, if the committee deems it necessary, the necessary evaluations from qualified personnel;
 - iii) to receive, within thirty (30) days of the request, the evaluation report prescribed in paragraph ii), if need be;
 - iv) 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;
 - v) to assist the principal in establishing an individualized education plan by making appropriate recommendations;
 - vi) to oversee the implementation of the measures adopted concerning the individualized education plan and the follow-up of the integration, if need be;
 - vii) where applicable, to give its view on the reappraisal of the placement and identification of a student with a handicap or a social maladjustment or a learning disability.
 - b) The school administration shall decide to follow up or reject the recommendations made under paragraph iv) of subclause a) within fifteen (15) days of the recommendations, barring exceptional circumstances.
 - c) If the school administration decides to adopt the recommendations made under paragraph iv) of subclause a), the measures apply, as much as possible, within fifteen (15) days of its decision.
 - d) If the school administration decides not to accept the recommendations made under paragraph iv) of subclause a), it shall state its reasons to the members of the committee within fifteen (15) days of its decision.
 - e) The ad hoc committee may, at any time, use additional resources and, if it deems it necessary, meet with the student.

8-9.06 a) The students identified as being handicapped or as having social maladjustments or learning disabilities may be integrated totally or partially into regular groups or grouped together in special classes in accordance with the policy prescribed in clause 8-9.01.

b) When students with handicaps or social maladjustments or learning disabilities are integrated into regular groups 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 following the student's integration into or arrival in the special class, provided that the information is available and that the giving of this information be in the student's interest.

The preceding paragraph applies subject to the respect for persons and for the code of ethics.

c) i) 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 groups, they shall be considered as belonging to the student category into which they are integrated.

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ii) In the case mentioned in paragraph i), the board shall provide support services to the teacher or, failing this, shall weight the students according to the provisions of Appendix XIX; 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 XX.

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iii) Notwithstanding paragraph ii), when students identified as at-risk students with behavioural difficulties or as having severe behavioural difficulties linked to psychosocial disturbances are placed in regular groups, the board shall provide support services to the teacher and the students shall be weighted according to the provisions of Appendix XIX.

iv) Paragraphs i), ii) and iii) do not apply to students with handicaps or social maladjustments or learning disabilities who are enrolled in a temporary individualized path for learning.

d) A student identified as being handicapped or as having a social maladjustment or a learning disability shall so remain until such time as the committee prescribed in clause 8-9.04 has had the opportunity to give its view on the reappraisal of his or her placement.

e) On the date of the coming into force of this entente, students with handicaps or social maladjustments or learning disabilities who were totally or partially integrated shall so remain until such time as the committee prescribed in clause 8-9.04 has had the opportunity to give its view on the reappraisal of their placement. Moreover, students identified in one of the categories prescribed in Appendix XX shall so remain until such time as the committee has had the opportunity to give its view on the reappraisal of their placement.

8-9.07 The integration of students with handicaps or social maladjustments or learning disabilities shall take place only if the board has adopted a policy in this regard and the integration complies with such a policy.

8-10.00 AMENDMENTS DESIGNED TO MEET THE NEEDS OF THE BOARD AND THE PARTICULAR CHARACTERISTICS OF SCHOOLS

8-10.01 In order to better meet the specific needs of one or more schools, the board and the union may, in accordance with this article, adapt certain provisions of the agreement.

8-10.02 The board and the union may modify or replace all or part of the provisions contained in the clauses and articles mentioned below and, where applicable, the appendices and matters negotiated at the local or regional level to which they refer:

- article 8-4.00;
- article 8-7.00;
- clause 8-8.03.

8-10.03 The board and the union shall set up a parity committee in order to deal with any request to amend the working conditions prescribed in clause 8-10.02.

A request may be submitted to the committee provided that it was approved by the school administration and the participating body of teachers at the level of the school determined under Chapter 4-0.00 or, failing which, the teachers of the school.

The request must specify the reasons in support of the change or changes to be made and the duration of their application. It must also specify the clauses or, where applicable, the appendices to be amended.

8-10.04 The committee shall have 30 days as of the receipt of the request, excluding the months of July and August, in which to study it. During that period, the committee may meet the administration and the teachers of the school in order to make recommendations that it deems necessary as regards the request.

8-10.05 Upon the recommendation of the committee, the board and the union shall, if necessary, amend the agreement in order to carry out the request.

8-10.06 An agreement concluded under this article is a local arrangement subject to the pertinent provisions of article 10-10.00 of the agreement.

8-10.07 Any change agreed to under this article cannot increase or reduce the number of teachers assigned to the school determined according to the rules prescribed in the agreement.

8-10.08 The articles and clauses of Chapter 8-0.00 of the agreement prevail over any other arrangement concluded under this article for the purpose of determining any excess or surplus of personnel prescribed in article 5-3.00 of the agreement.

8-11.00 DISTRIBUTION OF DUTIES AND RESPONSIBILITIES AMONG THE TEACHERS OF A SCHOOL

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).

8-12.00 PARTICULAR EDUCATIONAL SERVICES IN ECONOMICALLY DISADVANTAGED AREAS

8-12.01 When the board organizes particular educational services for students living in economically disadvantaged 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 GRIEVANCES AND ARBITRATION**9-1.00 PROCEDURE FOR SETTLING GRIEVANCES AND ARBITRATION (FOR MATTERS NOT NEGOTIATED AT THE LOCAL LEVEL)**

9-1.01 Clauses 9-1.03 to 9-1.35 come into force on the first workday of the 2000-2001 school year.

- 9-1.02** a) Notwithstanding clause 9-1.01, any grievance submitted to arbitration under the 1983-1985, 1986-1988, 1989-1995 or 1995-1998 agreement which had not been or was not referred to an arbitration tribunal or a single arbitrator on the date of the coming into force of this entente shall be referred to an arbitrator or an arbitrator assisted by assessors in accordance with Chapter 9-0.00 of the 1995-1998 agreement.
- b) Any arbitrator appointed under this clause shall be deemed competent to act as arbitrator who shall decide, in conformity with the 1983-1985, 1986-1988, 1989-1995 and 1995-1998 agreements, on any legal grievance arising from the provisions of these agreements; this shall not remove from the jurisdiction of other single arbitrators or chairpersons of an arbitration tribunal any grievance referred to them by the first chairperson before the date of the coming into force of this entente.
- c) Any grievance which legally arose before the expiry of the 1995-1998 agreement and which was submitted to arbitration within the time limits prescribed in the 1995-1998 agreement shall be deemed as validly submitted to arbitration. To this end, the board, the CPNCA and the Ministère shall not raise the objection of nonarbitrability on the grounds of the nonexistence of working conditions after the expiry of the agreement.

9-1.03 Every teacher accompanied or not by the union delegate of his or her school may, if he or she so desires, try to solve his or her problem with the school administration before the notice of grievance. If necessary, the union delegate shall be released from his or her teaching duties for the time required to meet with the school administration.

9-1.04 The board and the union agree to comply with the following procedure in order to settle, as quickly as possible, every grievance which may arise during the term of this entente.

9-1.05 The union shall notify the board in writing that a grievance has arisen. The notice of grievance must be forwarded to the board within forty (40) workdays of the event that gave rise to the grievance by registered or certified mail, fax, delivered by hand or served by bailiff. The notice of grievance must state, without prejudice, the main facts which gave rise to the grievance and, for information purposes, the articles or clauses involved and the corrective measure required.

9-1.06 The union must also forward a copy of the notice of grievance to the QPAT and the QESBA specifying the date of the twenty-first (21st) workday following the date of the notice of grievance.

9-1.07 Within twenty (20) workdays of the mailing, delivery, transmission by fax or serving of the notice of grievance, as the case may be, the union representative, accompanied by the plaintiff if the latter so desires, shall meet the authority designated by the board to attempt with the latter to find a solution.

9-1.08 If the parties do not find a solution within the time limit prescribed in clause 9-1.07, the grievance shall be considered as submitted to arbitration on the date indicated in clause 9-1.06.

9-1.09 The union and the board may agree in writing to extend the time limits prescribed in clause 9-1.06. In this case, the parties must inform the QPAT and the QESBA of the new date for the purpose of applying clause 9-1.08.

The date appearing 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 this article.

9-1.10 No teacher shall be subjected to intimidation, reprisals or discrimination because he or she is involved in a grievance.

9-1.11 Should the QPAT and the QESBA not receive a notice pursuant to the first paragraph of clause 9-1.09, the notice of grievance shall be registered as a notice of arbitration on the date prescribed in clause 9-1.06.

Ten (10) days before the date scheduled for the first arbitration session, the attorneys representing the parties shall forward to the arbitrator appointed under clause 9-1.12 and shall exchange among themselves a concise statement of the questions of fact or law in dispute. The statement must also specify the list of witnesses to be heard and the subject of their testimony, the nature of the preliminary objections that the party intends to raise, the proposed admissions, including those designed to reduce the number of witnesses as well as the authorities to which the party intends to refer.

The fact that a party fails to forward its statement to the arbitrator and to the other party shall not prevent the first arbitration session from being held.

9-1.12 a) For the term of this entente, every grievance submitted to arbitration shall be decided upon by an arbitrator to whom the grievance shall be referred by the QPAT and the QESBA.

However, in the case of a grievance dealing with Appendix IX, the arbitrator and the assessors shall be members of the Revision Committee prescribed in clause 6-1.07, the chairman of which shall act as arbitrator.

A8 b) For the term of this entente, the chief arbitrator is Jean-Guy Ménard and the other arbitrators are:

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|------------------------------------|-----------------|-------------------|
| Marie-France Bich; | Claude Foisy; | Fernand Morin; |
| Rodrigue Blouin; François Fortier; | | Denis Nadeau; |
| Marc Boisvert; | Harvey Frumkin; | Michel G. Picher; |
| Serge Brault; | Daniel Lavery; | Gilles Trudeau; |
| Robert Choquette; | | |

or any other person appointed by the QPAT and the QESBA.

- 9-1.13** A grievance shall be referred to a single arbitrator. However, a grievance concerning a suspension of more than three (3) days or any action taken by the board under clauses 5-1.10 to 5-1.19, articles 5-7.00, 5-8.00, 5-9.00, 5-21.00, 8-2.00 to 8-9.00, 8-11.00, 11-2.00, 11-14.00, 13-3.00 and 13-15.00 except for clauses 13-15.12 and 13-15.13 shall be referred to an arbitrator appointed under clause 9-1.12 assisted by an assessor appointed by the QPAT and an assessor appointed by the QESBA, unless the union and the board agree otherwise. The union and the board may also agree on other matters to be referred to an arbitrator assisted by assessors.

Every assessor thus appointed shall be deemed competent to sit, whatever his or her past or present activities, interest in the dispute or function in the union, the board or elsewhere.

- 9-1.14** As of his or her appointment, every arbitrator shall take an oath or shall pledge on his or her honour for the term of this entente to render his or her decisions in conformity with the law, the provisions of the agreement and on the basis of evidence obtained at the inquiry and according to equity and good conscience. Where applicable, at the beginning of each arbitration, the arbitrator shall receive the oaths or pledges on their honour from the assessors appointed to assist the arbitrator to render their decisions in conformity with the law, the provisions of the agreement and on the basis of evidence obtained at the inquiry and according to equity and good conscience.

- 9-1.15** Once the notice of arbitration mentioned in clause 9-1.11 has been registered, an acknowledgement of receipt shall be sent immediately to the union and the board. A copy of this acknowledgement together with the notice of arbitration shall be sent without delay to the Ministère and the CPNCA.

- 9-1.16** The QPAT and the QESBA shall:

- a) prepare the monthly arbitration roll;
- b) appoint an arbitrator from the list mentioned in clause 9-1.12;
- c) set the time, date and place of the first arbitration session which will take place between ten (10) and twenty-six (26) days after the notice of arbitration is registered.

They shall notify the arbitrator, the parties concerned, the Ministère, the CPNCA and, where applicable, the assessors.

They shall forward a copy of the grievance to the arbitrator after his or her appointment.

The party that submits a request for a deferral of an arbitration session shall pay the arbitrator the amount of four hundred dollars (\$400) except in the case of uncontrollable circumstances.

In the case of a joint request for a deferral, the amount shall be shared equally by the parties.

If the first session is not held on the date prescribed, the arbitrator shall set the time, date and place and shall inform the QPAT and the QESBA, which shall inform the parties concerned, the Ministère, the CPNCA and, where applicable, the assessors.

- 9-1.17** Where applicable, the QPAT and the QESBA shall inform the arbitrator of the name of an assessor of their choice for each arbitration appearing on the monthly roll within five (5) days of the recording of the notice of arbitration.

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- 9-1.18** After the first session, the arbitrator shall set the time, date and place of the subsequent arbitration sessions and shall so inform the QPAT and the QESBA, which shall notify, in writing, the parties concerned, the Ministère, the CPNCA and, where applicable, the assessors. He or she shall also set the time, date and place of the deliberation sessions and shall so inform the assessors in writing.
- 9-1.19** Any vacancy in the position of arbitrator or assessor shall be filled according to the procedure established for the original appointment.
- 9-1.20** If an assessor is not designated in accordance with the original appointment procedure or if the position of assessor is not filled before the date set for the hearing, the arbitrator shall appoint him or her, ex officio, on the day of the hearing.
- 9-1.21** The arbitrator shall proceed with diligence in the investigation of the grievance according to the procedure and evidence that he or she deems appropriate.
- 9-1.22** At any time before the arbitrator files the decision in accordance with clause 9-1.25 if it involves an arbitrator acting alone or, where applicable, before the first deliberation session if it involves an arbitrator assisted by assessors, the QPAT, the CPNCA, the QESBA and the Ministère may individually or collectively intervene and make any representation that they deem appropriate or pertinent to the arbitrator or, where applicable, to the arbitrator assisted by assessors.
- However, if one of the aforementioned parties wishes to intervene, it must inform the other parties of its intention and of the object of its intervention.
- 9-1.23** The arbitration sessions shall be public. The arbitrator may, however, on his or her own initiative or, at the request of one of the parties, order the session to be held in camera.
- 9-1.24** The arbitrator may deliberate in the absence of an assessor, if need be, provided he or she has given the assessor at least seven (7) days' notice in accordance with clause 9-1.18.
- 9-1.25** The arbitrator must render his or her decision within twenty (20) days after the hearing is terminated. The arbitrator who does not render his or her decision in the time limit prescribed shall not be assigned any further cases involving the QPAT or the QESBA. However, the decision shall not be nullified for the sole reason that it was rendered after the time limit has expired.
- 9-1.26**
- a) The decision shall state the reasons therefor and shall be rendered in writing; it shall be signed by the arbitrator.
 - b) Any assessor may make a separate report and include it with the decision.
 - c) The arbitrator shall file the signed original copy of the decision with the QPAT and the QESBA and, where applicable, shall also send a copy to the two (2) assessors.
 - d) The QPAT and the QESBA, under the responsibility of the arbitrator concerned, shall forward a copy of the decision to the parties involved, the records office of the education sector, the Ministère and the CPNCA, and shall file two (2) certified copies at the records office of the labour commissioner-general's office.

9-1.27 At any time before the final decision, an arbitrator may render any interim or interlocutory decision that he or she deems fair and useful.

The decision shall be final, executory and shall be binding on the parties.

9-1.28 The arbitrator may not, by a decision regarding a grievance, modify, repeal, subtract from or add to any clause of the collective agreement.

9-1.29 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 damages sustained by the teacher because of the board's error in interpreting or applying the agreement.

In exceptional cases, this clause applies to the nonreengagement for reasons of surplus of a regular teacher who is unable to contest the reasons for his or her nonreengagement because he or she did not complete the periods of employment required for this purpose under article 5-8.00, provided that the procedure prescribed in article 5-8.00 has been followed totally by the said teacher and that the only reason given by the board for its decision to nonreengage him or her is the surplus of personnel.

9-1.30 a) The administrative practices required to carry out the joint responsibilities ensuing from the application of article 9-1.00 are the object of an agreement between the QPAT and the QESBA.

b) The expenses and fees of the arbitrator shall be assumed by the party that loses, except in the case of a grievance dealing with action taken under article 5-7.00.

If a grievance is accepted in part, the arbitrator shall determine how the costs shall be shared by each party.

c) The hearings and deliberations shall be held in rooms provided free of charge by the board, the union, the CPNCA or the QPAT.

d) The costs of the records office shall be borne by the Ministère.

9-1.31 The assessors shall be remunerated and reimbursed for their expenses by those whom they represent.

A witness shall be reimbursed for his or her travel and accommodation expenses by the party which summoned him or her or which proposed the summons.

9-1.32 If one of the parties requires the services of an official stenographer, the fees and expenses shall be the responsibility of the party which required the service.

If the official stenographer's notes are transcribed, a copy shall be forwarded free of charge by the stenographer to the arbitrator, where applicable, before the beginning of the deliberations at the expense of the party which required them.

If the other party wishes to obtain a copy of the transcribed stenographic notes, the said party shall share the total fees and expenses of the stenography in equal parts with the party that required them, unless the parties agree otherwise.

9-1.33 The arbitrator shall convey or otherwise serve any order, document or procedure issued by him or her or by the parties involved.

9-1.34 At the request of one of the parties, the arbitrator may summon a witness in accordance with the Labour Code.

9-1.35 Article 9-1.00, instead of article 9-2.00, applies to a grievance dealing both with a matter negotiated and agreed to at the local or regional level and a matter prescribed in this entente.

9-2.00 GRIEVANCES AND ARBITRATION (FOR MATTERS NEGOTIATED AT THE LOCAL 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 10-0.00 GENERAL PROVISIONS

10-1.00 NULLITY OF A STIPULATION

10-1.01 The nullity of a clause of this agreement shall not entail the nullity of another clause or of the agreement in its entirety.

10-2.00 INTERPRETATION OF TEXTS

10-2.01 The French version shall be the only official version of the agreement.

10-2.02 The QESBA and the Ministère shall provide the QPAT with an English version of the entente.

10-2.03 All the clauses of the entente which are marked "Protocol" are included in the text of the entente for the sole purpose of indicating to the board and to the union:

a) the aims of the QESBA, the Ministère and the QPAT in negotiating and concluding agreements on the provisions of the collective agreements in the education sector;

and

b) the agreements concluded between the QESBA, the Ministère and the QPAT concerning specific matters.

They shall not be in any way the responsibility of the board or the union and shall not be subject to the procedure for settling grievances of the entente.

10-2.04 The appendices, with the exception of Appendices II, VI, XI, XVII, XX to XXII, XXIV, XXVII, XXVIII, XXXI and XXXIII to XXXVI are an integral part of the agreement.

In the case of Appendix XIII, only paragraphs 1 and 4 are an integral part of the agreement.

In the event of a grievance concerning Appendix XVI or XIX, only the calculation prescribed therein may be the subject of arbitration.

10-2.05 (Protocol)

For the purpose of the wording of the entente, the parties have agreed to use the masculine and feminine genders in all designations of persons. For this purpose, they have established the rules of drafting found in Appendix XXVIII¹.

The application of these rules does not have the effect of modifying the rights and benefits which would have applied if the text had been written in the masculine gender and, unless the context indicates otherwise, may not have the effect of granting different rights or benefits to men or to women.

¹ These rules apply to the French text only.

10-3.00 COMING INTO FORCE OF THE ENTENTE

10-3.01 The entente comes into force and takes effect on the date it is signed.

A4 10-3.02 The entente shall expire on June 30, 2003.

10-3.03 The entente does not have any retroactive effect, except for article 10-14.00.

10-3.04 Notwithstanding clause 10-3.01, the provisions of the 1995-1998 entente mentioned hereafter continue to apply until the dates prescribed in the entente or, as the case may be, in this clause:

- clauses 5-10.31 and 5-10.38;¹
- articles 6-1.00, 6-2.00 and 6-3.00;
- articles 9-1.00 and 9-2.00;²
- Appendix L until June 30, 2000;
- Appendix LIV until June 30, 2000;
- clauses 8-4.02 and 13-15.05 as well as Appendices XIX, XXII, XXIII and XXIV until June 30, 2000.

10-3.05 For the purpose of applying articles 5-3.00 and 13-11.00 for the school organization in 2000-2001, clauses 8-4.02 and 13-15.05 of this entente apply.

10-3.06 Unless expressly stipulated to the contrary, the entente replaces all the provisions of the former agreement with the exception of those negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

10-3.07 Unless expressly stipulated to the contrary, the entente must in no case permit the accumulation of benefits prescribed herein with those of the agreement that it replaces. However, the time limits prescribed in the 1995-1998 agreement applicable to disciplinary measures, dismissal procedures or grievance procedures begun before the coming into force of the entente continue to apply to such disciplinary measure, dismissal or grievance.

10-3.08 The working conditions applicable under the entente continue to apply until the coming into force of new provisions negotiated and agreed upon at the provincial level.

10-4.00 REPRISALS, DISCRIMINATION, EQUAL OPPORTUNITY AND SEXUAL HARASSMENT

10-4.01 No board representative, union delegate or union representative shall be subjected to any sort of reprisal or discrimination during or following the carrying out of his or her duties.

¹ Refer to clauses 5-10.25 and 5-10.32 of the entente.

² Refer to article 9-1.00 of the entente.

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- 10-4.02** The board and the union shall recognize for everyone 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 and the union expressly agree to respect, in their actions, attitudes and decisions, the practice, in full equality, of human rights and freedoms, without distinction, exclusion or preference which could lead to discrimination as defined in the Charter mentioned in the preceding paragraph.

- 10-4.03** No reprisal, threat or constraint shall be made against anyone whomsoever as a result of the exercise of a right that is granted to him or her under this agreement or by law.

- 10-4.04** When the board decides to implement an equal opportunity program regarding the rights and obligations of teachers as established in this agreement, it shall consult the union to this effect.

- 10-4.05**
- a) Sexual harassment in the workplace is defined as imposed or unwanted sexual advances compromising a right recognized by this agreement. Teachers shall be entitled to work in an environment free from sexual harassment.
 - b) 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.
 - c) A 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.
 - d) The names of persons involved and the circumstances surrounding the meeting referred to in subclause c) and to the grievance which may arise must be treated in a confidential manner, particularly by the board and the union, except if such information is required for the meeting referred to in subclause c), the grievance or the application of a measure taken under the agreement.
 - e) 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 prescribed in article 9-1.00.
 - f) A grievance dealing with sexual harassment shall be given priority.

- 10-4.06** This article applies to teachers-by-the-lesson and to casual supply teachers.

10-5.00 INTERDICTION

- 10-5.01** Strikes and lockouts shall be forbidden to every person as of the date of the coming into force of this entente and as long as the right to strike and lock out is not acquired in accordance with the provisions of the Labour Code (R.S.Q., c. C-27).

10-6.00 PRINTING

- 10-6.01** The text of the entente shall be printed at the expense of the Ministère and the QESBA. The CPNCA shall forward to the QPAT eight thousand one hundred (8 100) copies of the English version and two thousand six hundred (2 600) copies of the French version. The QPAT shall ensure the distribution to the teachers.

10-7.00 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).

10-8.00 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).

10-9.00 AMENDMENTS

- 10-9.01** The CPNCA and the QPAT must meet at the request of either party to discuss any issue relating to the teachers' working conditions and to adopt the appropriate solutions. Any solution accepted in writing by the CPNCA on the one hand, and the QPAT on the other hand, may have the effect of subtracting from or modifying a provision of this entente or of adding one or more other provisions to this entente.

- 10-9.02** The provisions of this article must not be interpreted as constituting a revision of this entente which could lead to a dispute as defined in the Labour Code (R.S.Q., c. C-27).

10-10.00 LOCAL ARRANGEMENTS

- 10-10.01** The board and the union may negotiate and agree in writing on arrangements intended to implement or replace the provisions of the entente listed hereinafter:

- a) clause 1-1.10 as regards the definition of "centre" for the purpose of any matter negotiated and agreed upon at the local or regional level;
- b) clause 1-1.19 as regards the definition of "school" for the purpose of any matter negotiated and agreed upon at the local or regional level;
- c) clauses 5-1.10 to 5-1.19 as regards the priority of employment lists for the purpose of modifying or replacing the text;
- d) clause 5-3.09 as regards the closing of a school or part of a school;
- e) subclause e) of clause 5-3.24 as regards the presence of a teacher on availability;
- f) subclauses i) and j) of clause 5-3.36;
- g) article 5-5.00 as regards promotion, except for clauses 5-5.02 and 5-5.03;

- h) a list of events other than that prescribed in clause 5-14.02. In this case, the new list replaces that provided in clause 5-14.02;
- i) clause 5-21.06 as regards particular requirements;
- j) additional reasons for exceeding the maximums prescribed in clause 8-4.02 other than those enumerated in clause 8-4.03;
- k) clause 8-4.08 dealing with certain averages and maximums prescribed in clause 8-4.02;
- l) clause 8-5.01 as regards the beginning and the end of the work year;
- A7** m)¹ subclause a) as regards the prior notice of at least five (5) days and subclause b) of clause 8-6.02 as regards the weekly framework and daily span;
- n) clause 8-8.03 as regards the beginning of the meal period at the secondary level;
- o) clauses 11-2.01, 11-2.02 and 11-2.04 as regards a recall list of hourly paid teachers in adult education;
- p) subclauses i) and j) of clause 11-10.05;
- q) clauses 13-3.01, 13-3.02 and 13-3.05 as regards a recall list of hourly paid teachers in vocational education;
- r) subclauses i) and j) of clause 13-11.05.

10-10.02 If no local arrangement is concluded in accordance with clause 10-10.01, the provisions of the entente specified in clause 10-10.01 apply in their entirety.

10-10.03 The negotiation of a local arrangement shall not give rise to any dispute as defined in the Labour Code (R.S.Q., c. C-27).

10-10.04 A local arrangement shall have no effect if it modifies the meaning of a provision of this entente which is not likely to be a subject of a local arrangement.

A7 10-10.05 A local arrangement shall be in effect until the date it is replaced or, at the latest, until the coming into force of the new provisions negotiated and agreed at the provincial level.

Notwithstanding the preceding paragraph, a local arrangement concluded on the workweek and in force on November 8, 2002 shall cease to have effect on June 30, 2004 insofar as it modifies the duration or location of the workweek prescribed in clause 8-6.02 or 13-15.07, as it existed before being modified on November 8, 2002.

Notwithstanding any provision to the contrary, such a local arrangement cannot, as of the 2003-2004 school year, prevent the application of subparagraph ii) of subclause a) of clause 8-6.02 or of subparagraph ii) of subclause b) of clause 13-15.07 in effect at that time.

A7 ¹ As of the 2003-2004 school year, subparagraph m) of clause 10-10.01 is replaced by subparagraph m) of clause 10-10.01 of Section III of Appendix XXXIX.

10-10.06 A local arrangement must be filed at the records office of the labour commissioner-general's office in accordance with the first paragraph of section 72 of the Labour Code (R.S.Q., c. C-27).

10-11.00 BUDGETARY RULES

- 10-11.01**
- 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 May 31 of each year, the board shall forward to the union the information concerning the application of the budgetary rules to the board contained in the following documents:
 - i) the budgetary rules for the following year;
 - ii) the board's specific allocation parameters for the normalized basic allocations and the supplementary basic allocations;
 - iii) the 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.

10-12.00 TECHNOLOGICAL CHANGES

10-12.01 The use of a computer by a teacher as part of his or her teaching duties shall be a subject of consultation submitted to the participating body of teachers determined under Chapter 4-0.00.

10-12.02 The use of a computer by a teacher in carrying out tasks related to his or her general duties shall be a subject of consultation submitted to the participating body of teachers determined under Chapter 4-0.00.

10-13.00 EMPLOYEE ASSISTANCE PROGRAM

10-13.01 Any board intending to implement an employee assistance program shall consult the union on the contents of the program under the terms of the mechanisms prescribed in Chapter 4-0.00.

10-13.02 The employee assistance program shall contain mechanisms to guarantee confidentiality and to ensure that participation is on a voluntary basis.

10-14.00 RETROACTIVITY

10-14.01 This article applies to full-time or part-time teachers, teachers-by-the-lesson, casual supply teachers and hourly paid teachers.

Section I Calculation of retroactivity

10-14.02 A teacher shall be entitled to receive an amount of retroactivity based on the duration of his or her services equal to the difference, if it is positive, between:

- the salary to which he or she would have been entitled for the period between the 101st workday of the 1995-1996 school year and the date of the coming into force of the agreement as a result of the application of the adjusted scales or rates found in Section II of Appendix XXX;

AND

- the salary he or she would have received for that same period as a result of the application of the scales or rates found in clauses 6-5.05, 6-5.06, 6-5.07, 6-7.02, 6-7.03, 11-1.03 and 13-2.03 of the 1995-1998 agreement without taking into account the following provisions of that same agreement: the first paragraph of clause 6-5.11, article 14) of Appendix XL, Appendix XLII and articles 7) and 15) of Appendix XLIII.

10-14.03 The term "salary" used in clause 10-14.02 includes the salary as well as any amount owing under the agreement, namely:

a) as of the 101st workday of the 1995-1996 school year:

- the remuneration to be paid for the replacement under clause 6-8.03;
- the remuneration to be paid for the excess periods paid under subclause f) of clause 8-7.02, clause 11-14.05 and subclause d) of clause 13-15.09;
- the severance pay (until June 30, 1996);
- the retention premium prescribed in clause 12-8.02;
- the benefits and indemnities paid by the board under articles 5-10.00 and 5-13.00;

b) as of the 101st workday of the 1998-1999 school year:

- the premiums for regional disparities prescribed in Chapter 12-0.00;
- the annual premiums prescribed in article 9) of Appendix XVII of the agreement;
- the annual supplement prescribed in article 6-6.00.

Section II Payment of retroactivity

A) Amounts owing as a result of the application of clauses 10-14.02 and 10-14.03 to a teacher who is still in the employ of the board on the date of the coming into force of the entente

10-14.04 For the period between the 101st workday of the 1995-1996 school year and June 30, 1998

The amounts owing for that period shall be paid no later than October 31, 2000.

Notwithstanding the preceding paragraph, an advance equal to eighty (80) percent of the estimated amount owing shall be paid for that period within seventy-five (75) days of the date of the coming into force of the entente; the advance shall be deducted from the final installment of any amount owing as retroactivity.

10-14.05 For the period beginning July 1, 1998

The amounts owing for that period shall be paid within sixty (60) days of the date of the coming into force of the entente.

B) Amounts owing as a result of the application of clauses 10-14.02 and 10-14.03 to a teacher who is no longer in the employ of the board on the date of the coming into force of the entente

Transmittal of pertinent information

10-14.06 Within sixty (60) days of the coming into force of the agreement, the Management Negotiating Committee for English-language School Boards (CPNCA) shall forward to the unions and the school boards concerned the list of teachers whose departure date is prior to July 1, 1998, the name of the school board which employed them at that time as well as the name of the new school board which succeeded it.

10-14.07 Within sixty (60) days of the coming into force of the entente, the board shall forward to the union the list of teachers whose departure date is after June 30, 1998 including the last known address.

10-14.08 The board and the union shall work together to collect any pertinent information on the teachers concerned, particularly as regards their last known address.

10-14.09 Amounts owing to the full-time or part-time teacher whose departure date is after June 30, 1998

The first paragraph of clause 10-14.04 applies for the period from the 101st workday of the 1995-1996 school year to June 30, 1998.

Clause 10-14.05 applies for the period beginning July 1, 1998.

10-14.10 Amounts owing to the full-time or part-time teacher whose departure date is prior to July 1, 1998 as well as any teacher other than the one covered by clause 10-14.09

These amounts shall be payable only when a teacher so requests the board in writing within one hundred and twenty (120) days of receiving the list prescribed in clause 10-14.06 or 10-14.07, as the case may be, unless the board and the union agree on other terms and conditions of payment.

In the case of a school board which ceased to exist on July 1, 1998, the request shall be made to the new school board which succeeded it in accordance with section 509 and following sections of the Education Act (R.S.Q., c. I-13.3).

Following a teacher's written request, in accordance with the foregoing, the board shall pay the amounts owing no later than thirty (30) days after the expiry of the time limit prescribed in the first paragraph.

C) Miscellaneous provisions

10-14.11 Eligibility of beneficiaries

Any amount owing to a teacher under this article shall be payable, where applicable, to his or her beneficiaries.

10-14.12 Days in July 2000

The days in the month of July 2000 shall not be counted for the purpose of calculating the time limits prescribed in this article for the payment of amounts owing as retroactivity.

10-14.13 Correction of errors

Any error in the final installment of an amount owing as retroactivity must be rectified without delay.

Any amount paid in excess may be recovered by the board in accordance with article 6-9.00 in the manner prescribed in that article.

If not, the following provisions apply:

- a) in the case of a teacher who has left the employ of the board, the board shall recover the amount in accordance with the applicable laws;
- b) in the case of a teacher who is currently in the employ of the board, the board shall agree with the teacher and the union on the terms and conditions of reimbursement before claiming the amounts paid in excess. Failing an agreement, the board shall determine the terms and conditions of reimbursement whereby a deduction must not exceed ten (10) percent of the gross salary per pay.

10-14.14 Recourse

In order to settle as quickly as possible any problem concerning the interpretation or application of this article, the board and the union shall set up, as of the date of the coming into force of the entente, a parity committee composed of two (2) representatives of the board and of two (2) representatives of the union. The committee's mandate shall be to facilitate the resolution of any disagreement.

10-14.15 Provincial parity committee

As of the date of the coming into force of the entente, the Management Negotiating Committee for English-language School Boards (CPNCA) and the Quebec Provincial Association of Teachers (QPAT) shall set up a provincial parity committee dealing with the payment of amounts owing as retroactivity.

The parity committee shall be composed of two (2) representatives appointed by each of the parties. Its mandate is to assist the school boards and unions in applying this article with respect to any interpretation problem.

10-14.16 The fact that the procedure prescribed in clause 10-14.14 or 10-14.15 was not followed shall not have the effect of preventing a grievance from arising or being rejected.

CHAPTER 11-0.00 ADULT EDUCATION

11-1.00 HOURLY PAID TEACHERS

11-1.01 This article applies to hourly paid teachers employed directly by the board to teach adults within the framework of adult education courses under the jurisdiction of the board.

11-1.02 Only the clauses and articles which expressly refer to them as well as the following chapter and articles apply to hourly paid teachers:

- Chapter 1-0.00;
- article 3-7.00;
- articles 10-1.00 to 10-5.00;
- article 10-14.00;
- article 11-2.00.

11-1.03 Remuneration of hourly paid teachers

- a) For each period of the 1998-1999, 1999-2000 and 2000-2001 school years, an hourly paid teacher shall be remunerated on the basis of the applicable hourly rates in Appendix XXX.
- b) As of the first workday of the 2001-2002 school year, as of the 101st workday of the 2001-2002 school year, as of the first workday of the 2002-2003 school year and as of the 141st workday of the 2002-2003 school year, the hourly paid teacher shall be remunerated on the basis of the hourly rates set hereinafter:

PERIODS CONCERNED	HOURLY RATE
As of the 1 st workday of the 2001-2002 school year	\$39.50
As of the 101 st workday of the 2001-2002 school year and as of the 1 st workday of the 2002-2003 school year	\$40.49
As of the 141 st workday of the 2002-2003 school year	\$41.30

As of the first workday of the 2003-2004 school year, an hourly paid teacher shall be remunerated on the basis of the hourly rates prescribed in Section 1.2 of Appendix XXXIX.

- c) This rate shall be for fifty (50) to sixty (60) minutes of teaching. The teacher whose periods are of a lesser duration than fifty (50) minutes or of a longer duration than sixty (60) minutes shall be paid as follows: the number of minutes of teaching divided by fifty (50) and multiplied by the applicable rate.
- d) Even though this rate is paid only for work performed, it shall include payment for work performed and for the same paid legal holidays as those of regular teachers.
- e) Clause 6-5.15 shall apply.

11-1.04 If the board decides to engage hourly paid teachers, it shall proceed according to article 11-2.00.

11-1.05 The board may assign other teaching hours to a teacher who already has a part-time contract or who was engaged at an hourly rate, regardless of the provisions contained in clause 11-2.04, when it deems that it is in the best interest of the teaching to be provided.

11-1.06 An hourly paid teacher shall be entitled to the procedure for settling grievances provided in Chapter 9-0.00 with regard to articles 11-1.00 and 11-2.00 as well as the other articles or clauses in which specific reference is made to him or her.

11-2.00 RECALL LIST

11-2.01 The recall list for adult education teachers established under article 11-2.00 of the 1995-1998 agreement continues to apply under this article.¹

11-2.02 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 and whom it decides to recall.

For each teacher's name on the recall list, the board shall record the number of hours taught in the specialty during the preceding school year.¹

11-2.03 At any time, the board shall strike from the list the name of any teacher who refuses a position except for the following reasons: illness, maternity or adoption. Notwithstanding the foregoing, the board shall strike from the list the name of any teacher who has not worked for twenty-four (24) months.

The board and the union may agree on reasons other than those mentioned in the preceding paragraph.

11-2.04 When the board decides to engage an hourly paid teacher or must engage a part-time teacher, it shall offer the position to the teacher on the recall list who has the most teaching hours in the specialty concerned.¹

11-2.05 The recall list shall not contain the name of a person who has full-time employment.

11-3.00 FULL-TIME OR PART-TIME TEACHERS

11-3.01 Article 11-2.00 applies to part-time teachers employed directly by the board to teach adults within the framework of adult education courses under the jurisdiction of the board.

11-3.02 Articles 11-3.00 to 11-17.00 apply to regular teachers, full-time teachers 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.

¹ See article 10-10.00, Local Arrangements.

11-4.00 DEFINITIONS

11-4.01 Chapter 1-0.00 applies.

11-5.00 FIELD OF APPLICATION AND RECOGNITION

11-5.01 Clause 2-1.02, subclause c) of clause 2-1.03 and clauses 2-1.04 and 2-1.05 apply.

11-5.02 Articles 2-2.00 and 2-3.00 apply.

11-6.00 UNION PREROGATIVES

11-6.01 Chapter 3-0.00 applies.

11-7.00 METHODS, SUBJECTS AND PROCEDURES OF PARTICIPATION OF TEACHERS OTHER THAN THE SUBJECTS (AND THEIR METHODS) NEGOTIATED AND AGREED UPON AT THE PROVINCIAL LEVEL

11-7.01 Chapter 4-0.00 applies.

11-8.00 ENGAGEMENT

11-8.01 Engagement shall be the responsibility of the board.

The provisions of article 5-1.00, with the exception of clauses 5-1.10 to 5-1.19, apply by making the necessary changes, provided that they apply to regular teachers, full-time teachers or part-time teachers.

11-8.02 If the board decides to engage a part-time teacher, it shall proceed according to article 11-2.00 and this article.

11-8.03 The board shall offer 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 already taught, provided that the number of hours exceeding the 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 over and above those specified in subclause b), provided that the excess number of teaching hours to be provided in the same school year be predetermined as equal to or greater than twenty-five (25) hours.

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

- 11-8.04** Clause 11-8.03 applies only to the teaching hours provided in general education courses funded by the Ministère or by the federal government under the terms of the Canada-Québec Agreement and qualified as "direct purchases".

Without modifying the scope of the preceding paragraph, clause 11-8.03 does not apply to "popular education courses".

- 11-8.05** Should there be a change in the designation of the expressions "direct purchases" and "popular education courses" used in this article without altering the meaning, that designation shall automatically be changed in this article.

- 11-8.06** Notwithstanding clause 11-8.01, the board may reduce the duration of a part-time contract or the number of hours specified in the contract to take into account the decrease in the number of students.

- 11-8.07** For the term of the entente, the board shall maintain the number of regular positions on June 30, 1998, unless this has the effect of placing a teacher on availability.

11-9.00 SENIORITY

- 11-9.01** Article 5-2.00 applies except for clause 5-2.05 which is replaced by the following provisions concerning the calculation of seniority.

Seniority shall be calculated in the following manner:

- a) 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;
- b) 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, a fraction of a year established according to the following formula shall be recognized: the number of workdays included in this period, divided by two hundred (200);
- c) for each school year during which the teacher had a part-time contract, a fraction of a year proportional to his or her teaching load in relation to a full annual teaching load shall be recognized;
- d) for each year taken separately before the teacher has a contract, the number of days recognized for the school year in question shall be obtained by dividing by four (4) the number of fifty (50)- to sixty (60)-minute periods devoted to teaching adults. 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.

¹

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

11-10.00 SECURITY OF EMPLOYMENT

11-10.01 Clauses 11-10.02 to 11-10.08 apply to regular teachers only.

11-10.02 If the board must reduce its staff because of a surplus of personnel, it shall place on availability or nonreengage because of surplus, as the case may be, the teacher concerned for the following school year. The board must notify the teacher who is nonreengaged because of surplus or placed on availability before June 1 of the current school year. The nonreengagement or placement on availability shall be carried out within the specialty taught where there is a surplus according to the inverse order of seniority. For the purpose of applying this clause, if two (2) or more teachers have equal seniority, the teacher who has the least experience shall be considered as having the least seniority and, if they have equal experience, the teacher who has the least schooling shall be considered as having the least seniority. For the purpose of applying this clause, the board shall define the specialties.

11-10.03 As long as a teacher has not been assigned to an available position in his or her board or relocated to another board, the board shall be responsible for using the services of the teacher on availability, including assigning him or her to the regular sector as well as to the vocational education sector.

11-10.04 Clause 5-3.03 applies. Clauses 5-3.24 to 5-3.35 and clauses 5-3.40 and 5-3.41 apply, it being specified that the recall of the teacher to his or her board or the obligation to accept an offer of employment in another board applies to preschool, elementary and secondary education, adult education and vocational education.

11-10.05 The obligations of the board concerning the engagement of teachers on availability as defined in clauses 5-3.36 to 5-3.38 also apply to adult education teachers on availability.

However, subclause i) of clause 5-3.36 is replaced by the following:

- i) the board shall engage, according to seniority, a teacher registered in the specialty concerned on the recall list prescribed in article 11-2.00 who has accumulated two (2) years' seniority or more on the preceding June 30 and who, where applicable, meets the pertinent requirements that the board may set under the following subclause j). If no such list exists, the board shall engage, according to seniority, a nonregular teacher who has accumulated two (2) years' seniority or more on the preceding June 30 and who, where applicable, meets the pertinent requirements that the board may set under the following subclause j).

The board shall not consider teachers referred to in the preceding paragraph who notified the board prior to June 1 of a given school year that they would not be available to hold such a position for the following school year.

The board and the union may modify or replace this subclause.¹

Moreover, subclause j) of clause 5-3.36 is replaced by the following:

- j) For the purpose of applying the preceding subclause i), the board may, in order to fill a position, set requirements that are pertinent to that position, after consulting the union.

¹ See article 10-10.00, Local Arrangements.

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 article 11-2.00 or, if no such list exists, to a nonregular teacher who has accumulated two (2) years' 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.¹

- 11-10.06** During the school year preceding an amalgamation, annexation or restructuring, the board cannot invoke "surplus of personnel" so as to nonreengage or place on availability, as the case may be, regular teachers, if the surplus of personnel results from such amalgamation, annexation or restructuring.

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

- 11-10.07** The board cannot invoke "surplus of personnel" to nonreengage regular teachers or place them on availability, as the case may be, if the surplus of personnel results from the implementation of a contract with a profit-making enterprise.

However, before granting a contract as defined in the preceding paragraph, the board must notify the union in writing that it has obtained permission from the Minister to grant the contract, if need be.

- 11-10.08** Article 5-4.00 applies by making the necessary changes.

11-11.00 OTHER CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS

- 11-11.01** Articles 5-5.00 to 5-20.00 apply.

11-11.02 Progressive retirement plan

Article 5-22.00 applies.

11-12.00 REMUNERATION

- 11-12.01** Articles 6-1.00, 6-2.00 and 6-3.00 apply.

¹ See article 10-10.00, Local Arrangements.

11-12.02 Article 6-4.00 applies, it being specified that, for the purpose of determining the number of years of experience when a teacher is engaged as a full-time or part-time teacher, for each school year taken separately, the quotient obtained by dividing by four (4) the total number of fifty (50)- to sixty (60)-minute periods devoted to adult education or vocational education shall determine the number of days of experience recognized for the school year in question. For the period during which the teacher in adult education did not have a contract as a full-time teacher in adult education or in vocational education, clause 6-4.03 applies for the purpose of calculating the number of years of experience.

11-12.03 Articles 6-5.00 and 6-6.00 apply.

11-12.04 Clause 6-7.01 applies.

11-12.05 Part-time teachers shall also be 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 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 load.

The number of hours thus obtained shall be added to the teaching hours specified in the contract. However, the total must not exceed a full annual teaching load.

11-12.06 Clauses 6-8.01, 6-8.04 and 6-8.05 as well as article 6-9.00 apply.

11-13.00 PROFESSIONAL IMPROVEMENT

11-13.01 Chapter 7-0.00 applies.

11-14.00 TEACHER'S WORKLOAD

11-14.01 Clauses 8-1.03 and 8-1.05 apply.

General duties

11-14.02 It shall be the teacher's duty to provide learning and developmental activities to students. In this context, his or her main responsibilities are:

- a) to prepare and present courses and lessons within the guidelines of the authorized programs;
- b) to assist the adult in determining his or her educational profile in relation to his or her career plans and knowledge;
- c) to assist the adult in choosing learning methods and in determining the time to be devoted to each program and to point out to him or her the difficulties which must be overcome in order to achieve each stage;

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.

- d) to follow the adult's progress and to ensure the validity of the student's learning process;
- e) to supervise and evaluate experimental projects and workplace internships;
- f) to prepare, administer and correct tests and examinations and to complete the reports inherent to this duty;
- g) to ensure the support necessary for learning activities by participating in the following tasks: arrival and dismissal from class and enrolment of adults, identification of problems that must be referred to professionals in personal assistance as well as the organization and supervision of sociocultural activities;
- h) to monitor the late arrivals and absences of his or her students;
- i) to participate in meetings related to his or her work;
- j) to perform other duties usually assigned to teaching personnel.

11-14.03 The work year shall comprise two hundred (200) workdays distributed between July 1 and the following June 30.

The board shall distribute these days after consultation with the teacher(s) concerned subject to a particular distribution. However, the teacher shall be ensured a minimum period of four (4) weeks' vacation usually between July 1 and August 30 of the same school year.

A7 11-14.04¹ Subject to the other provisions of this clause, clauses 8-6.02 and 8-8.03 apply by making the necessary changes.

A full-time teacher shall be required to be present at his or her assigned place of work for a total of twenty-seven (27) hours per week at times determined by the board or the principal for each teacher.

The twenty-seven (27) hours may be considered as the average weekly time which may be exceeded during certain weeks and compensated by a reduction in time during other weeks. In this case, however, the time during which the teacher must be present at school shall remain at one thousand and eighty (1 080) hours per year.

11-14.05 Within the workweek, the time devoted to the presentation of courses and lessons within the guidelines of the programs authorized by the board as well as the time that the teacher devotes to pedagogical follow-up related to his or her specialty as required by the board shall be twenty (20) hours per week or the equivalent. The twenty (20) hours may be considered as the average weekly time which may be exceeded during certain weeks, compensated by a reduction in time during other weeks. In this case, however, the time to be devoted to the presentation of courses and lessons within the guidelines of the authorized programs as well as the time that the teacher devotes to pedagogical follow-up related to his or her specialty as required by the board shall remain at eight hundred (800)² hours per year.

A7 ¹ As of the 2003-2004 school year, clause 11-14.04 is replaced by clause 11-14.04 of Section III of Appendix XXXIX.

² Including the twelve (12) hours devoted to pedagogical days or parts of pedagogical days to be determined by the board. Only the first four (4) hours of a pedagogical day shall be taken from the bank of twelve (12) hours.

If the board exceeds, for a given teacher, the eight hundred (800) hours mentioned in the preceding paragraph, the teacher shall be entitled, for each excess period of fifty (50) to sixty (60) minutes devoted to the presentation of courses and lessons or to pedagogical follow-up, to a compensation equal to 1/1000 of the annual salary.

11-14.06 Clauses 8-8.01 and 8-8.02 apply.

11-15.00 GRIEVANCES AND ARBITRATION

11-15.01 Chapter 9-0.00 applies.

11-16.00 GENERAL PROVISIONS

11-16.01 Chapter 10-0.00 applies.

11-16.02 Unless stipulated to the contrary, for the purpose of applying this chapter, each time a clause or an article in this chapter refers to a clause or an article in which the term "school" appears, it shall be replaced by the term "centre".

11-17.00 REGIONAL DISPARITIES

11-17.01 Chapter 12-0.00 applies.

11-18.00 SPECIAL PROVISIONS CONCERNING THE ADDITION OF REGULAR TEACHING POSITIONS FOR THE 2000-2001 AND 2001-2002 SCHOOL YEARS

11-18.01 For each of the 2000-2001 and 2001-2002 school years, the board shall add regular teaching positions in the following manner:

- Erratum

a) the number of positions to be added for the 2000-2001 school year equals the number of teachers entitled to a part-time contract to carry out a full-time teacher’s workload for the entire school year during each of the 1997-1998, 1998-1999 and 1999-2000 school years in the same specialty;
- Erratum

b) the number of positions to be added for the 2001-2002 school year equals the number of teachers entitled to a part-time contract to carry out a full-time teacher’s workload for the entire school year during each of the 1998-1999, 1999-2000 and 2000-2001 school years in the same specialty;
- c) the teacher who did not obtain a part-time contract referred to in subclause a) or b) for one of the school years mentioned therein for the sole reason that he or she was absent or on leave, by virtue of the agreement, shall nonetheless be deemed as having obtained a part-time contract for the school year or years concerned for the sole purpose of these subclauses;
- d) the board may reduce the number of positions to be added as a result of the application of subclause a) or b) to take into account the staffing needs it anticipates for the school year in question in the specialties concerned;
- e) the positions to be added are filled in accordance with article 11-10.00.

Erratum 11-18.02 The positions to be filled, where applicable, as a result of the application of clause 11-18.01, apply to the courses funded by the Ministère only.

11-18.03 When a teacher hired to fill a position added under clause 11-18.01 permanently leaves the employ of the board between December 1, 2000 and June 30, 2001, if the departure takes place during the 2000-2001 school year or between December 1, 2001 and June 30, 2002, if the departure takes place during the 2001-2002 school year, the board shall proceed as follows:

- a) it shall fill a regular teaching position for the next school year following the permanent departure, if a regular teaching load still exists for that school year as a result of the permanent departure;
- b) it shall fill the position, where applicable, in the specialty concerned, in accordance with article 11-10.00 and, in this case, should the position be filled during the 2001-2002 school year, it shall exceed the number of positions to be added prescribed in subclause b) of clause 11-18.01.

11-18.04 The total number of regular teaching positions to be added in all the English- and French-language school boards in Québec cannot be less than two hundred and thirty-five (235) positions for the 2000-2001 school year and one hundred and nineteen (119) positions for the 2001-2002 school year.

11-18.05 No later than December 1, 2000 or December 1, 2001, as the case may be, the Management Negotiating Committee for English-language School Boards (CPNCA) and the Comité patronal de négociation pour les commissions scolaires francophones (CPNCF) shall convey in writing to the Quebec Provincial Association of Teachers (QPAT) and to the Centrale de l'enseignement du Québec (CEQ) the number of regular positions added in each board under the preceding provisions.

A4 11-19.00 SPECIAL PROVISIONS CONCERNING THE ADDITION OF REGULAR TEACHING POSITIONS FOR THE 2002-2003 SCHOOL YEAR

11-19.01 For the 2002-2003 school year, the board shall add regular teaching positions in the following manner:

- a) The number of positions to be added for the 2002-2003 school year equals the number of teachers entitled to a part-time contract to carry out a full-time teacher's workload for the entire school year during each of the 1999-2000, 2000-2001 and 2001-2002 school years in the same specialty;
- b) the teacher who did not obtain a part-time contract referred to in subclause a) for one of the school years mentioned for the sole reason that he or she was absent or on leave, under the agreement, shall nonetheless be deemed as having obtained a part-time contract for the school year or years concerned for the sole purpose of that subclause;
- c) the board may reduce the number of positions to be added as a result of the application of subclause a) to take into account the staffing needs it anticipates for the school year in question in the specialties concerned;
- d) the positions to be added are filled in accordance with article 11-10.00.

- 11-19.02** The positions to be added, where applicable, as a result of the application of clause 11-19.01, apply to the courses funded by the Ministère only.
- 11-19.03** When a teacher hired to fill a position added under clause 11-19.01 permanently leaves the service of the board and the departure takes place during the 2002-2003 school year between December 1, 2002 and June 30, 2003, the board shall proceed as follows:
- a) it shall fill a regular teaching position for the next school year following the permanent departure, if a regular teaching load still exists for that school year as a result of the permanent departure;
 - b) it shall fill the position, where applicable, in the specialty concerned, in accordance with article 11-10.00 and, in this case, should the position be filled during the 2002-2003 school year, it shall exceed the number of positions to be added as a result of the application of subclause a) of clause 11-19.01.
- 11-19.04** No later than January 31, 2003, the Management Negotiating Committee for English-language School Boards (CPNCA) shall submit to the Quebec Provincial Association of Teachers (QPAT) a written report on the status of clause 11-19.01 in each board.

CHAPTER 12-0.00

REGIONAL DISPARITIES

12-1.00

DEFINITIONS

For the purpose of this chapter, the following expressions mean:

12-1.01

Dependent:

The spouse and dependent child as defined in clause 5-10.02 and any other dependent as defined in the Taxation Act provided that the latter reside with the teacher. However, for the purpose of this chapter, the income earned from a job by the teacher's spouse shall not nullify the latter's status as dependent.

The fact that a child attends a secondary school declared to be of public interest situated elsewhere than in the teacher's place of residence shall not nullify his or her status as dependent if no public secondary school is accessible where the teacher lives.

Moreover, the fact that a child attends preschool or elementary school, recognized of public interest, in a locality other than the teacher's place of residence shall not remove his or her status of dependent when no school recognized of public interest, preschool or elementary, as the case may be, is accessible in the child's language of instruction (French or English) in the locality where the teacher lives.

12-1.02

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.

- 12-1.03

Sector I

-

Localities of Chapais and Chibougamau

-

Locality of Témiscaming

-

Locality of Matagami
- Sector II

-

Localities of Îles-de-la-Madeleine

-

Locality of Fermont
- Sector III

-

Territory situated north of the 51° of latitude including Kawawachikamach and Schefferville except for the locality of Fermont.

12-2.00 RATES OF PREMIUMS

A4 12-2.01 The teacher working in one of the sectors mentioned in clause 12-1.03 shall receive an annual isolation and remoteness premium of:

	Periods	As of the 1 st workday of the 1998-1999 school year	As of the 101 st workday of the 1998-1999 school year	As of the 101 st workday of the 1999-2000 school year	As of the 101 st workday of the 2000-2001 school year	As of the 101 st workday of the 2001-2002 school year and as of the 1 st workday of the 2002-2003 school year	As of the 141 st workday of the 2002-2003 school year
	Sectors						
With dependent(s)	Sector I	\$6 245	\$6 339	\$6 497	\$6 659	\$6 825	\$6 962
	Sector II	\$7 722	\$7 838	\$8 034	\$8 235	\$8 441	\$8 610
	Sector III	\$9 717	\$9 863	\$10 110	\$10 363	\$10 622	\$10 834
No dependents	Sector I	\$4 367	\$4 433	\$4 544	\$4 658	\$4 774	\$4 869
	Sector II	\$5 147	\$5 224	\$5 355	\$5 489	\$5 626	\$5 739
	Sector III	\$6 075	\$6 166	\$6 320	\$6 478	\$6 640	\$6 773

12-2.02 The amount of the isolation and remoteness premium for each of the sectors mentioned in clause 12-1.03 to which a part-time teacher or a teacher-by-the-lesson is entitled shall be in proportion to the workload that he or she assumes in relation to the workload of a full-time teacher.

12-2.03 The amount of the isolation and remoteness premium shall be adjusted in proportion to the time worked in the board's territory included in one of the sectors mentioned in clause 12-1.03 in relation to a period of reference established at two hundred (200) workdays.

12-2.04 The teacher on a 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 (2) 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 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 for 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 from more than fifty (50) kilometres from the locality where he or she is required to perform his or her duties, provided that it be situated in one of the sectors mentioned in clause 12-1.03:

- a) the transportation expenses of the transferred teacher and his or her dependents;
- b) the cost of transporting his or her personal belongings and those of his or her dependents up to a maximum of:
 - i) two hundred and twenty-eight (228) kilograms for each adult or each child twelve (12) years old and over;
 - ii) one hundred and thirty-seven (137) kilograms for each child under twelve (12) years old;
- c) the cost of transporting his or her furniture (including household utensils), if need be, other than those provided by the board;
- d) the cost of transporting his or her motor vehicle, if need be, on land, by boat or by train;
- e) the cost of storing his or her furniture, if need be.

12-3.02 The teacher shall not be reimbursed for these expenses if he or she is in breach of contract to go work for another employer before the sixty-first (61st) day of his or her stay in the territory, unless the union and the board agree otherwise.

12-3.03 If the teacher eligible for the provisions of subclauses b), c) and d) of clause 12-3.01 decides not to avail himself or herself of some or of all of them immediately, he or she shall remain eligible for the said provisions during the year following the date on which his or her assignment began.

12-3.04 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) the cancellation or nonrenewal of the contract by the board: from the place of assignment to the point of departure;
- c) a subsequent assignment or transfer at the request of the board or the teacher: from one place of assignment to another;
- d) the breach of contract, resignation or death of the teacher: from the place of assignment to the point of departure; in the case of sectors I and II, reimbursement shall only be made proportionately to the 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 an educational leave: from the place of assignment to the point of departure; in this case, the expenses stipulated 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 from Montréal to the locality where the teacher is called to perform his or her duties.

In the case where both spouses work for the same board, only one spouse may avail himself or herself of the benefits granted under this article.

12-3.06 The weight of two hundred and twenty-eight (228) kilograms prescribed in subclause b) of clause 12-3.01 shall be increased by forty-five (45) kilograms for every year of service that the teacher acquires in the employ of the board in the territory. This provision shall cover the teacher only.

12-4.00 OUTINGS

12-4.01 a) The board shall pay directly or reimburse the teacher recruited from 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 for him or her and his or her dependents:

- i) for the localities of Fermont, Schefferville and Kawawachikamach: three (3) trips per year;
- ii) for the localities of Îles-de-la-Madeleine: one (1) trip per year.

b) The initial place of recruitment shall not be modified due to the fact that the teacher nonreengaged because of a surplus of personnel, who is subsequently reengaged, chose to stay there during the period of unemployment.

c) The fact that the teacher's spouse works for the board or another employer in the public and parapublic sectors must not grant the teacher a number of outings paid by the board which is greater than that prescribed in this agreement.

d) 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 to the point of departure situated in Québec or to Montréal.

12-4.02 In the cases prescribed in paragraphs i) and ii) of subclause a) of clause 12-4.01, the spouse or a family member not residing in the territory may use the outing to visit the teacher who lives in one of the localities mentioned in paragraph i) or ii).

12-4.03 In the case where a teacher or one of his or her dependents must immediately leave his or her place of work situated in one of the localities prescribed in clause 12-4.01 because of illness, accident or complication related to pregnancy, the board shall pay for the cost of the return flight. The teacher must prove that it was necessary for him or her to leave immediately. An attestation from the nurse or physician in the locality or, if the attestation cannot be obtained locally, a medical certificate from the attending physician shall be accepted as proof.

The board shall also pay for the return flight of the person who accompanies the person who had to leave his or her workplace immediately.

12-4.04 The board shall authorize a teacher to take a leave of absence without salary if one of his or her dependents must leave the locality immediately within the context of clause 12-4.03 in order to allow him or her to accompany his or her dependent, subject to the acquired rights associated with the special leaves.

12-4.05 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 was living in a conjugal relationship with a spouse employed by the public and parapublic sectors shall continue to benefit from the right to outings prescribed in clause 12-4.01 even if he or she loses the status of spouse.

12-5.00 REIMBURSEMENT OF TRANSIT EXPENSES

12-5.01 The board shall reimburse the teacher, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and hotels, if any) for himself or herself and for his or her dependents when he or she is engaged and on any authorized trip prescribed in clause 12-4.01, provided that these expenses not be assumed by a carrier.

These expenses shall be limited to the amounts prescribed under article 10-8.00 or, failing this, according to the policy established by the board applicable to all employees.

12-6.00 DEATH

12-6.01 In the event of the death of the teacher or of one of his or her dependents, the board shall pay for the repatriation of the mortal remains. Moreover, in the event of the teacher's death, the board shall reimburse the dependent(s) for the expenses inherent to the return trip from the place of assignment to the burial place situated in Québec.

12-7.00 LODGING

12-7.01 The obligations and practices of the board to provide lodging for the teacher, at the time of his or her engagement, shall be maintained only for the locations where they already existed.

12-7.02 The rent charged to the teachers who benefit from lodging in the locality of Fermont shall be maintained at the rate in effect on June 30, 1998.

12-7.03 At the union's request, the board shall explain the reasons underlying the allocation of housing. Moreover, at the union's request, it shall provide information on its existing maintenance practices.

12-8.00 PROVISIONS OF FORMER COLLECTIVE AGREEMENTS

12-8.01 In the event of benefits greater than the current plan for regional disparities resulting from the application of the 1995-1998 collective agreement or of recognized administrative practices, they shall be renewed except for the following elements of the entente:

- the retention premium;
- the definition of "point of departure" prescribed in clause 12-1.02;
- the rates of premiums and the calculation of the premium for the part-time teacher prescribed in article 12-2.00;
- the reimbursement of expenses related to moving and outings of the teacher recruited from outside Québec prescribed in articles 12-3.00 and 12-4.00;
- the number of outings when the teacher's spouse works for the board or an employer in the public and parapublic sectors prescribed in article 12-4.00.

12-8.02 The retention premium equivalent to eight (8) percent of the annual salary shall be maintained for the teachers working in the locality of Sept-Îles (including Clarke City) and the localities of Port-Cartier, Gallix and Rivière Pantecôte.

CHAPTER 13-0.00 VOCATIONAL EDUCATION

13-1.00 PRELIMINARY PROVISIONS

13-1.01 Notwithstanding any provisions to the contrary, only this chapter applies to teachers employed directly by the board to teach students in a school or centre within the framework of vocational education courses.

13-1.02 In any case where a provision of this chapter refers to another provision not included in this chapter, the latter provision applies by making the necessary changes and subject to the other provisions of this chapter.

Unless the context indicates otherwise, for the purpose of applying this chapter:

- a) whenever the word "school" is used or referred to, it means "centre";
- b) whenever reference is made to assignment criteria, it denotes the assignment criteria within the meaning of clause 13-12.02;
- c) whenever reference is made to regular substitution, it denotes an excess of staff within the meaning of clause 13-11.03.

13-2.00 HOURLY PAID TEACHERS

13-2.01 This article applies to hourly paid teachers employed directly by the board to teach students within the framework of vocational education courses under the jurisdiction of the board.

13-2.02 Only the clauses and articles which expressly refer to them as well as the following chapter and articles apply to hourly paid teachers:

- Chapter 1-0.00;
- article 3-7.00;
- articles 10-1.00 to 10-5.00;
- article 10-14.00;
- articles 13-1.00 and 13-3.00.

13-2.03 a) For each period of the 1998-1999, 1999-2000 and 2000-2001 school years, an hourly paid teacher shall be remunerated on the basis of the applicable hourly rates in Appendix XXX.

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b) As of the first workday of the 2001-2002 school year, as of the 101st workday of the 2001-2002 school year, as of the first workday of the 2002-2003 school year and as of the 141st workday of the 2002-2003 school year, the hourly paid teacher shall be remunerated on the basis of the hourly rates set hereinafter:

PERIODS CONCERNED	HOURLY RATE
As of the 1 st workday of the 2001-2002 school year	\$39.50
As of the 101 st workday of the 2001-2002 school year and as of the 1 st workday of the 2002-2003 school year	\$40.49
As of the 141 st workday of the 2002-2003 school year	\$41.30

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As of the first workday of the 2003-2004 school year, an hourly paid teacher shall be remunerated on the basis of the hourly rates prescribed in Section 1.2 of Appendix XXXIX.

- c) The rate shall be for fifty (50) to sixty (60) minutes of teaching. The teacher whose periods are of a lesser duration than fifty (50) minutes or of a longer duration than sixty (60) minutes shall be paid as follows: the number of minutes of teaching divided by fifty (50) and multiplied by the applicable rate.
- d) Even though this rate is paid only for work performed, it shall include payment for work performed and for the same paid legal holidays as those of regular teachers.

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- e) Clause 6-5.15 shall apply.

13-2.04 The board shall use the services of teachers on availability before engaging hourly paid teachers.

13-2.05 When the board decides to engage an hourly paid teacher, it shall proceed according to this article and article 13-3.00.

13-2.06 The board may assign other teaching hours to a teacher who already has a part-time contract or who was engaged at an hourly rate, regardless of the provisions contained in clause 13-3.05, when it deems that it is in the best interest of the teaching to be provided.

13-2.07 An hourly paid teacher shall be entitled to the procedure for settling grievances provided in Chapter 9-0.00 with regard to articles 13-2.00 and 13-3.00 as well as the articles or clauses in which specific reference is made to him or her.

13-3.00 RECALL LIST

13-3.01 The recall list for teachers working in vocational education established under article 13-3.00 of the 1995-1998 agreement continues to apply under this article.¹

13-3.02 On July 1 of each school year, the board shall add to the recall list the names of new teachers who worked in vocational education during the preceding school year as hourly paid teachers or part-time teachers whom it decides to recall.

For each teacher's name on the recall list, the board shall record the number of hours taught during the preceding school year.¹

13-3.03 For the purpose of applying clauses 13-3.01 and 13-3.02, the board shall determine the category or subcategory corresponding to the specialty taught for each teacher whose name appears on the recall list.

13-3.04 At any time, the board shall strike from the list the name of any teacher who refuses a position except for the following reasons: illness, maternity or adoption. Notwithstanding the foregoing, the board shall strike from the list the name of any teacher who has not worked for twenty-four (24) months.

¹ See article 10-10.00, Local Arrangements.

The board and the union may agree on reasons other than those mentioned in the preceding paragraph.

13-3.05 When the board decides to engage an hourly paid teacher or must engage a part-time teacher, it shall offer the position to the teacher who has the most teaching hours on the recall list in the category or subcategory concerned.¹

13-3.06 The recall list shall not contain the name of a person who holds full-time employment.

13-4.00 FULL-TIME OR PART-TIME TEACHERS

13-4.01 Article 13-3.00 applies to part-time teachers employed directly by the board to teach students within the framework of vocational education courses under the jurisdiction of the board.

13-4.02 Articles 13-1.00 and 13-4.00 to 13-18.00 apply to regular teachers, full-time teachers and part-time teachers employed directly by the board to teach students within the framework of vocational education courses under the jurisdiction of the board.

13-5.00 DEFINITIONS

13-5.01 Chapter 1-0.00 applies.

13-6.00 FIELD OF APPLICATION AND RECOGNITION

13-6.01 Clause 2-1.02, subclause c) of clause 2-1.03 and clauses 2-1.04 and 2-1.06 apply.

13-6.02 Articles 2-2.00 and 2-3.00 apply.

13-7.00 UNION PREROGATIVES

13-7.01 Chapter 3-0.00 applies.

13-8.00 METHODS, SUBJECTS AND PROCEDURES OF PARTICIPATION OF TEACHERS OTHER THAN THE SUBJECTS (AND THEIR METHODS) NEGOTIATED AND AGREED UPON AT THE PROVINCIAL LEVEL

13-8.01 Chapter 4-0.00 applies.

¹ See article 10-10.00, Local Arrangements.

13-9.00 ENGAGEMENT

13-9.01 Engagement shall be the responsibility of the board.

The provisions of article 5-1.00, with the exception of clauses 5-1.10 to 5-1.19, shall apply by making the necessary changes, provided that they apply to regular teachers, full-time teachers or part-time teachers.

13-9.02 When the board decides to engage a part-time teacher, it shall proceed according to article 13-3.00 and this article.

13-9.03 The board shall offer 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 thirty-two (432) hours;
- b) to provide, in cases where the teaching is organized by semesters, where applicable, during the same semester, a predetermined number of teaching hours equal to or greater than two hundred and sixteen (216) hours;
- c) to provide, in cases where the teaching is organized by trimesters, where applicable, during the same trimester, a predetermined number of teaching hours equal to or greater than one hundred and sixty (160) hours;
- d) to provide, during the same school year, a number of teaching hours over and above the four hundred and thirty-two (432) hours already taught, provided that the number of hours exceeding the four hundred and thirty-two (432) hours in that school year be predetermined as equal to or greater than twenty-five (25) hours;
- e) to provide, during the same school year, a number of teaching hours over and above the two hundred and forty (240) hours taught within the framework of subclause b) above, provided that the remaining number of teaching hours in that same school year be predetermined as equal to or greater than seventy-five (75) hours.

Should the board assign additional teaching hours to a teacher who has a part-time contract, the board shall add the teaching hours¹ to the number of teaching hours specified in the contract.

13-9.04 Clause 13-9.03 applies only to the teaching hours provided in courses funded by the Ministère as well as those provided in courses offered to students in the different branches leading to a Secondary School Vocational Diploma (SSVD) and an Attestation of Vocational Specialization (AVS) funded by the federal government under the terms of the Canada-Québec Agreement and qualified as "direct purchases".

Without modifying the scope of the preceding paragraph, clause 13-9.03 does not apply to "customized training" courses.

13-9.05 Should there be a change in the designation of the expressions "direct purchases" and "customized training" without altering the meaning, that designation shall automatically be changed in this article.

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

13-9.06 Notwithstanding clause 13-9.01, the board may reduce the duration of a part-time contract or the number of hours specified in the contract to take into account a decrease in the number of students.

13-9.07 For the term of the agreement, the board shall maintain the number of regular positions on June 30, 1998, as a result of the application of clause 13-9.08 of the 1995-1998 entente, unless this has the effect of placing a teacher on availability.

13-10.00 SENIORITY

13-10.01 Article 5-2.00 applies with the exception of clause 5-2.05 which is replaced by the following provisions dealing with the calculation of seniority.

Seniority shall be calculated in the following manner:

- a) for each school year during which the teacher had a full-time contract for two hundred (200) workdays or who, under contract, carried out a full annual workload, one (1) year of seniority shall be recognized;
- b) for a 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 workload, the board shall recognize for the teacher a fraction of a year established according to the following formula: the number of workdays included in this period, divided by two hundred (200);
- c) for a school year during which the teacher had a part-time contract, the board shall recognize for the teacher a fraction of a year proportional to the workload in relation to a full annual workload;
- d) for each school 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 periods¹ devoted to teaching in the vocational education sector or to exercising duties of an educational nature within the meaning of clause 13-15.02. 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.

¹ If the periods are longer than sixty (60) minutes, the number of days recognized for the school year in question shall be obtained by dividing by two hundred and forty (240) the total number of minutes devoted to teaching in the vocational education sector or to exercising duties of an educational nature within the meaning of clause 13-15.02.

13-11.00 SECURITY OF EMPLOYMENT

13-11.01 Clauses 5-3.01 to 5-3.18 apply, with the exception of the first paragraph of clause 5-3.10, which is replaced by the following:

On the basis of the organization of the services of the centre, the principal shall, after consulting the teachers of the centre, inform the board of its teaching staff needs required to implement the centre's educational project, while taking into account the subject-time allocation. Before April 30 of each year, the board shall estimate, for the courses offered to full-time students which are funded by the Ministère de l'Éducation¹, the number of students enrolled for the following school year in all of the centres and shall determine its provisional staff needs in vocational education in accordance with the provisions of Chapter 13-0.00 concerning the teacher's workload and the rules governing the formation of student groups.

Without modifying the scope of the preceding paragraph, courses qualified as "customized training" shall not be taken into account for the purpose of applying the preceding paragraph.

If an excess of staff results, teachers shall be identified according to the provisions of Appendix III.

13-11.02 Clause 5-3.19 is replaced by the following:

The teachers identified under clause 5-3.11 who remain excess shall be nonreengaged because of surplus if they have not acquired tenure or placed on availability if they have acquired tenure, as the case may be.

13-11.03 If there is an excess of staff after June 1, the teacher concerned shall be considered as surplus and his or her services may be used by the board as if he or she were on availability.

In addition, if an excess of staff occurs, as a result of the application of Section B of article 5-21.00, the services of an excess teacher may be used by the board as if he or she were on availability.

13-11.04 Clauses 5-3.20 and 5-3.22 to 5-3.35 apply.

13-11.05 Clause 5-3.36 applies except for subclauses a), i) and j) which are replaced by the following:

- a) It shall assign the teacher who is excess as a result of the application of clause 13-11.03.

In all cases, the candidate must meet the assignment criteria prescribed in subclause b) of clause 13-12.02.

¹ The courses offered to full-time students in the branches leading to a Secondary School Vocational Diploma (SSVD) or an Attestation of Vocational Specialization (AVS) funded by the federal government under the terms of the Canada-Québec Agreement and qualified as "direct purchases" shall also be included for the purpose of applying this clause.

- i) The board shall engage, according to seniority, a teacher registered in the category or subcategory corresponding to the specialty concerned on the recall list prescribed in article 13-3.00 who has accumulated two (2) years' seniority or more on the preceding June 30 and who, where applicable, meets the additional requirements that the board may set under the following subclause j). If no such list exists, the board shall engage, according to seniority, a nonregular teacher who has accumulated two (2) years' seniority or more on the preceding June 30 and who, where applicable, meets the additional requirements that the board may set under the following subclause j).

The board shall not consider teachers referred to in the preceding paragraph who notified the board prior to June 1 of a given school year that they would not be available to hold such a position for the following school year.

The board and the union may modify or replace this subclause.¹

- j) For the purpose of applying the preceding subclause i), the board may, in order to fill a position, set requirements that are pertinent to that position, in addition to those prescribed in article 5-21.00, 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 article 13-3.00 or, if no such list exists, to a nonregular teacher who has accumulated two (2) years' 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.¹

13-11.06 Clauses 5-3.37 to 5-3.42 apply.

13-11.07 The board cannot invoke "surplus of personnel" to nonreengage regular teachers or place them on availability, as the case may be, if the surplus of personnel results from the implementation of a contract with a profit-making enterprise.

However, before granting a contract as defined in the preceding paragraph, the board must notify the union in writing that it has obtained permission from the Minister to grant the contract, if need be.

13-11.08 a) A teacher whose placement on availability results from the fact that the board no longer has the authorization of the Minister to offer a vocational education program as well as a teacher already on availability in the board who meets the requirements of the category or subcategory of the program, shall be entitled, in addition to the provisions applicable to teachers on availability, to the following relocation provisions:

- i) the teacher shall be hired as a teacher on availability or in excess as prescribed in subclause b) in a board authorized by the Minister to offer the vocational education program concerned which has a centre where the teacher could be called upon to teach and which is located fifty (50) kilometres² or less from his or her domicile or place of work at the time of his or her placement on availability or in excess;

or

¹ See article 10-10.00, Local Arrangements.

² This distance is calculated by the most direct public route usually used.

- ii) the teacher shall be hired as a teacher on availability or in excess as prescribed in subclause b), if he or she so agrees, in a board authorized by the Minister to offer the vocational education program concerned which has a centre located in the same territory of the regional office of the MEQ as his or her board of origin where the teacher could be called upon to teach and which is located at a distance greater than fifty (50) kilometres¹ from his or her domicile or place of work at the time of the teacher's placement on availability or in excess.

- b) The preceding provisions also apply to a teacher who is in excess on June 30 as a result of the application of Section B of article 5-21.00 and who meets the requirements of the category or subcategory of the program concerned.

13-11.09 If, as a result of the application of the preceding clause, teachers could be relocated to more than one board, the following rules apply: the boards concerned shall agree on the number of teachers that each board must accept and on the distribution of the teachers in each of the boards.

Failing agreement on the number, each board shall receive a number of teachers proportional to the number of full-time teachers with a position on June 30 in a given category or subcategory.

13-11.10 A relocation referred to in clause 13-11.08 shall occur on July 1.

13-11.11 The teacher who is relocated under paragraph ii) of subclause a) of clause 13-11.08 shall be reimbursed for the moving expenses prescribed in Appendix IV, under the conditions provided therein, if, according to this same appendix, the relocation necessitates his or her moving.

13-11.12 Notwithstanding the foregoing, the teacher referred to in clause 13-11.08 shall not be relocated to another board if his or her board considers that the teacher who is in surplus may be recalled or assigned after undergoing retraining, provided the teacher agrees to take the retraining program determined by the board.

13-11.13 When the board no longer has the authorization of the Minister to offer a vocational education program, it shall forward to the board authorized by the Minister to offer the program concerned, the list of names of persons entered on the recall list in the category or subcategory of the program concerned as well as the names of the persons who taught during the last school year in that category or subcategory of the program concerned and whose name is not entered on the recall list. Also, it shall forward, where applicable, the names of teachers nonreengaged because of surplus as a result of the Minister's decision.²

¹ This distance is calculated by the most direct public route usually used.

² The board and the union may agree on different terms and conditions for applying this clause with respect to the personnel concerned as a result of the authorization of the Minister.

13-11.14 The board shall enter on its recall list, in this category or subcategory, the name of persons entered on the recall list mentioned in clause 13-11.13. When entering names on its recall list, the board shall recognize the equivalent of what was recognized on the recall list at the other board in keeping with the rules applicable to the other teachers already entered on the recall list.¹

13-12.00 OTHER CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS

13-12.01 Articles 5-4.00 to 5-20.00 apply.

13-12.02 a) Article 5-21.00 applies with the exception of subclause b) of clause 5-21.05.

b) Subclause b) of clause 5-21.05 is replaced by the following:

The teacher who must change disciplines must meet the assignment criteria.

- i) Subject to the particular requirements of a given position, the teacher shall be considered as meeting the assignment criteria if he or she has:
 - a university diploma, a DEC (vocational) with a specialization in a technology (or an equivalent diploma), a vocational certificate, a vocational diploma, a Secondary School Vocational Certificate or a trades school certificate (or the equivalent) in the discipline in question; and
 - relevant experience in industry or has participated in an appropriate retraining program or has at least one (1) year of full-time teaching experience or the part-time equivalent in the discipline in question within the last three (3) years.
- ii) Notwithstanding paragraph i), the teacher shall be considered as meeting the assignment criteria if he or she has a university diploma, a specialized teaching diploma or a university certificate in the discipline in question; paragraph ii) applies only to teachers who have a full-time contract and are in service on the date of the coming into force of the entente.
- iii) Notwithstanding paragraph i), the teacher shall be considered as meeting the assignment criteria if he or she has at least one (1) year of full-time teaching experience within the last four (4) years or the equivalent of at least one (1) year of part-time teaching experience within the last two (2) years in the discipline in question; this paragraph applies only to teachers in service on the date of the coming into force of the entente as well as to teachers on availability on the date of the coming into force of the entente.
- iv) The board may require a teacher to whom paragraph ii) or iii) applies to undergo an adequate workplace internship or participate in a suitable retraining program within the regular workweek.

¹ The board and the union may agree on different terms and conditions for applying this clause with respect to the personnel concerned as a result of the authorization of the Minister.

- v) If, at the time of assignment or transfer, no candidate meets the assignment criteria mentioned in paragraph i) above or no candidate is considered as meeting the criteria in cases where paragraph ii) or iii) applies, a teacher may be recognized by the board as qualified to meet a need in the discipline in question if he or she has specific qualifications, has knowledge of the discipline in question or has relevant experience. The board and the union may modify or replace this paragraph.

13-12.03 Progressive retirement plan

Article 5-22.00 applies.

13-13.00 REMUNERATION

13-13.01 Articles 6-1.00 to 6-3.00 apply.

13-13.02 Article 6-4.00 applies, it being specified that for the purpose of determining the number of years of experience when a teacher is engaged as a full-time teacher, for each school year taken separately, the quotient obtained by dividing by four (4) the total number of fifty (50)- to sixty (60)-minute periods¹ devoted to teaching adults or vocational education courses or to exercising duties of an educational nature within the meaning of clause 11-14.02 or 13-15.02 shall determine the number of days of experience recognized for the school year in question. For the period during which this teacher did not have a contract as a full-time teacher in adult education or vocational education, clause 6-4.03 applies for the purpose of calculating the number of years of experience.

13-13.03 Articles 6-5.00 and 6-6.00 apply.

13-13.04 Clause 6-7.01 applies.

13-13.05 Clauses 6-8.01, 6-8.04 and 6-8.05 as well as article 6-9.00 apply.

13-14.00 PROFESSIONAL IMPROVEMENT

13-14.01 Chapter 7-0.00 applies with the exception of clause 7-1.01 which is replaced by the following:

For the purpose of applying this article, the board shall have two hundred dollars (\$200) available per full-time teacher on September 30, within the framework of vocational education courses, including teachers on availability as of the 1995-1996 school year.

¹ If the periods are longer than sixty (60) minutes, the number of days of experience recognized for the school year in question shall be obtained by dividing by two hundred and forty (240) the total number of minutes devoted to teaching adults or vocational education courses or to exercising duties of an educational nature within the meaning of clause 11-14.02 or 13-15.02.

13-15.00 TEACHER'S WORKLOAD

13-15.01 Article 8-1.00 applies.

13-15.02 General duties

The teacher shall provide learning and developmental activities to students.

In this context, his or her main responsibilities are:

- a) to prepare and present courses within the guidelines of the authorized programs;
- b) to assist the student in determining his or her educational profile in relation to his or her career plans and knowledge;
- c) to assist the student in choosing learning methods and in determining the time to be devoted to each program and to point out to him or her the difficulties which must be overcome in order to achieve each stage;
- d) to follow the student's progress and to assure the validity of the student's learning process;
- e) to supervise and evaluate experimental projects and workplace internships;
- f) to prepare, administer and correct tests and examinations and to fill out reports inherent to this duty;
- g) to ensure the support necessary for learning activities by participating in the following tasks: arrival and dismissal from class and enrollment of students, identification of problems that must be referred to professionals in personal assistance, organization and supervision of sociocultural activities and, if need be, student supervision;
- h) to look after the equipment used in his or her teaching;
- i) to monitor the late arrivals and absences of his or her students;
- j) to attend meetings related to his or her work;
- k) to perform other duties usually assigned to teaching personnel.

13-15.03 Article 8-3.00 applies.

13-15.04 Clauses 8-4.01, 8-4.03 and 8-4.04 apply.

13-15.05 Clause 8-4.02 is replaced by the following subclauses a), b) and c):

- a) Unless there is an agreement to the contrary between the board and the union, the rules governing the formation of student groups in vocational education courses are as follows:

STUDENT CATEGORIES		AV.	MAX.
	<u>VOCATIONAL EDUCATION:</u>		
1	for vocational education courses in the health, assistance and nursing care profile:		
	a) in a hospital setting	6	6
	b) for courses not held in a hospital setting	17	20
2	for vocational education courses in the agricultural technology sector and in the forestry, lumber, pulp and paper sector	10	13
3	for vocational education courses in the administration, commerce and secretarial studies sector except for workshop-classes and laboratories and except for the computer science (operations) profile	30	32
4	for vocational education courses in the administration, commerce and secretarial studies sector in workshop-classes and laboratories	19	22
5	for all vocational education courses except for those referred to in the preceding paragraphs 1, 2, 3 and 4	19	22

- b) For the purpose of applying clause 13-15.11, the rules governing the formation of student groups of students with handicaps or social maladjustments or learning disabilities at the secondary level prescribed in clause 8-4.02 apply.
- c) This clause does not apply to a teacher covered by this chapter who teaches complementary courses in the general education sector, in which case, clause 8-4.02 applies.

13-15.06 The teacher's work year shall comprise two hundred (200) workdays within the school year.

The board shall distribute these days after consultation with the union. However, the teacher shall be guaranteed a minimum period of four (4) weeks' vacation. The four (4) weeks shall be taken in the month of July unless the teacher's presence is required because of the specific nature of certain courses.

A7 13-15.07¹ a) Unless there is an agreement to the contrary between the board and the union, the teacher's workweek shall comprise five (5) days from Monday to Friday.

A7 b) The workweek shall include twenty-seven (27) hours of presence at the assigned place of work at times determined by the board or the principal for each teacher.

A7 ¹ As of the 2003-2004 school year, clause 13-15.07 is replaced by clause 13-15.07 of Section III of Appendix XXXIX.

The twenty-seven (27) hours may be considered as an average weekly time which may be exceeded during certain weeks, compensated by a reduction in this time during other weeks. In this case, however, the time during which the teacher must be present at school shall remain at one thousand and eighty (1 080) hours per year.

- c) Unless there is an agreement to the contrary between the board and the union, the twenty-seven (27) hours shall fall within a schedule of thirty-five (35) hours per week at times also determined for each teacher by the board or the principal.

The twenty-seven (27) hours and the thirty-five (35)-hour schedule shall not include the time prescribed for the teacher's meal nor the time prescribed for the first ten (10) group meetings and, where applicable, for the first three (3) parent-teacher meetings.

The thirty-five (35)-hour schedule must not exceed a daily span of eight (8) hours. The eight (8)-hour span shall have the same exclusions as for the thirty-five (35)-hour schedule. The board and the union may agree to a daily span other than that mentioned above.

13-15.08 Clauses 8-6.04, 8-6.05 and 8-6.06 apply.

13-15.09 a) Clause 8-7.01 applies.

- b) Workload includes the following professional activities to which the teacher is assigned by the board or the principal: presentation of courses and lessons¹ within the guidelines of the authorized programs, remediation, support and supervision other than the supervision of the arrival and dismissal of students and the movement of students.
- c) The workload shall consist of twenty (20) hours per week. The twenty (20) hours may be considered as an average weekly time which may be exceeded during certain weeks, compensated by a reduction in time during other weeks. In this case, however, the workload shall remain at seven hundred and twenty (720) hours per year.
- d) If the board exceeds, for a given teacher, the seven hundred and twenty (720)-hour workload, the teacher shall be entitled, for each excess period of fifty (50)- to sixty (60)-minutes, to a compensation equal to 1/1000 of the annual salary. For every period of less than fifty (50) minutes or more than sixty (60) minutes, the compensation shall be equal to the number of minutes divided by fifty (50) and multiplied by 1/1000 of the annual salary. The compensation shall be remitted in the last pay period of the school year in question.
- e) Unless there is an agreement to the contrary between the board and the union, the time devoted to the presentation of courses and lessons within the guidelines of the authorized programs shall not exceed an average of six hundred and thirty-five (635) hours per school year for all full-time teachers covered by this chapter.

¹ Supervision of workplace internships shall be considered as the presentation of courses and lessons for the portion of time devoted to the student in the workplace where the internship takes place.

The preceding rule applies only to internships prescribed in the vocational education programs leading to a Secondary School Vocational Diploma (SSVD) or an Attestation of Vocational Specialization (AVS). However, it does not apply to the internships associated with work-study programs.

- f) Subject to the preceding subclause e), if the time referred to in the preceding subclause exceeds an average of six hundred and thirty-five (635) hours during a given school year, 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 average number of hours actually devoted to the presentation of courses and lessons within the guidelines of the authorized programs and an average of six hundred and thirty-five (635) hours for the year, multiplied by the number of full-time teachers concerned, multiplied by the average salary of the teachers and divided by one thousand (1 000).

- g) For the purpose of applying subclauses e) and f) above, a full-time teacher is a regular teacher, excluding a teacher on availability, an excess teacher as a result of the application of clause 13-11.03 and a teacher who has obtained, under the terms of this agreement, a full-time or part-time leave of absence for the entire year.
- h) Unless there is an agreement to the contrary between the board and the union, at least fifty (50) percent of the workload must be devoted to the presentation of courses and lessons.
- i) Clause 8-7.07 applies.

13-15.10 Article 8-8.00 applies, it being specified that clause 8-8.03 applies only to the midday meal. Unless there is an agreement to the contrary between the board and the union, the teacher shall be entitled to a fifty (50)-minute period for the evening meal.

13-15.11 Article 8-9.00 applies with the exception of paragraph iii) of subclause c) of clause 8-9.06.

13-15.12 Article 8-10.00 applies by making the necessary changes.

13-15.13 Article 8-11.00 applies.

13-16.00 GRIEVANCES AND ARBITRATION

13-16.01 Chapter 9-0.00 applies.

13-17.00 GENERAL PROVISIONS

13-17.01 Chapter 10-0.00 applies.

13-18.00 REGIONAL DISPARITIES

13-18.01 Chapter 12-0.00 applies.

13-19.00 SPECIAL PROVISIONS CONCERNING THE ADDITION OF REGULAR TEACHING POSITIONS FOR THE 2000-2001 AND 2001-2002 SCHOOL YEARS

13-19.01 For each of the 2000-2001 and 2001-2002 school years, the board shall add a number of regular teaching positions in the following manner:

- Erratum**
- a) the number of positions to be added for the 2000-2001 school year equals the number of teachers entitled to a part-time contract to carry out a full-time teacher's workload for the entire school year during each of the 1996-1997, 1997-1998, 1998-1999 and 1999-2000 school years in the same category or subcategory corresponding to the specialty taught;
- Erratum**
- b) the number of positions to be added for the 2001-2002 school year equals the number of teachers entitled to a part-time contract to carry out a full-time teacher's workload for the entire school year during each of the 1997-1998, 1998-1999, 1999-2000 and 2000-2001 school years in the same category or subcategory corresponding to the specialty taught;
 - c) the teacher who did not obtain a part-time contract referred to in subclause a) or b) for one of the school years mentioned therein for the sole reason that he or she was absent or on leave, by virtue of the agreement, shall nonetheless be deemed as having obtained a part-time contract for the school year or years concerned for the sole purpose of these subclauses;
 - d) the number of positions to be added as a result of the application of subclause a) or b) may be reduced in the categories or subcategories concerned if the staffing needs to be determined under clause 13-11.01 in terms of the application of clause 5-3.10 do not warrant one or more additional positions;
 - e) the positions to be added are filled in accordance with clause 13-11.05.

Erratum 13-19.02 The positions to be filled, where applicable, as a result of the application of clause 13-19.01, apply to the courses funded by the Ministère only.

13-19.03 When a teacher who has been hired to fill a position added under clause 13-19.01 permanently leaves the employ of the board between December 1, 2000 and June 30, 2001, if the departure takes place during the 2000-2001 school year or between December 1, 2001 and June 30, 2002, if the departure takes place during the 2001-2002 school year, the board shall proceed as follows:

- a) it shall fill a regular teaching position for the next school year following the permanent departure if the staffing needs to be determined under clause 13-11.01 in terms of the application of clause 5-3.10 warrant it;
- b) it shall fill the position, where applicable, in the category or subcategory concerned, corresponding to the specialty taught, in accordance with clause 13-11.05 and, in this case, should the position be filled during the 2001-2002 school year, it shall exceed the number of positions to be added prescribed in subclause b) of clause 13-19.01.

13-19.04 The total number of regular teaching positions to be added in all the English- and French-language school boards in Québec cannot be less than one hundred (100) positions for the 2000-2001 school year and sixty (60) positions for the 2001-2002 school year.

13-19.05 No later than December 1, 2000 or December 1, 2001, as the case may be, the Management Negotiating Committee for English-language School Boards (CPNCA) and the Comité patronal de négociation pour les commissions scolaires francophones (CPNCF) shall convey in writing to the Quebec Provincial Association of Teachers (QPAT) and to the Centrale de l'enseignement du Québec (CEQ) the number of regular positions added, as a result of the application of clause 13-19.01, in each board under the preceding provisions.

A4 13-20.00 SPECIAL PROVISIONS CONCERNING THE ADDITION OF REGULAR TEACHING POSITIONS FOR THE 2002-2003 SCHOOL YEAR

13-20.01 For the 2002-2003 school year, the board shall add regular teaching positions in the following manner:

- a) The number of positions to be added for the 2002-2003 school year equals the number of teachers entitled to a part-time contract to carry out a full-time teacher's workload for the entire school year during each of the 1998-1999, 1999-2000, 2000-2001 and 2001-2002 school years in the same category or subcategory corresponding to the specialty taught;
- b) the teacher who did not obtain a part-time contract referred to in subclause a) for one of the school years mentioned for the sole reason that he or she was absent or on leave, under the agreement, shall nonetheless be deemed as having obtained a part-time contract for the school year or years concerned for the sole purpose of that subclause;
- c) the number of positions to be added as a result of the application of subclause b) may be reduced, in the categories or subcategories concerned, if the staffing needs determined under clause 13-11.01 as regards the application of clause 5-3.10, cannot justify the addition of one or more positions;
- d) the positions to be added are filled in accordance with clause 13-11.05.

13-20.02 The positions to be added, where applicable, as a result of the application of clause 13-20.01, apply to the courses funded by the Ministère only.

13-20.03 When a teacher hired to fill a position added under clause 13-20.01 permanently leaves the service of the board and the departure takes place during the 2002-2003 school year between December 1, 2002 and June 30, 2003, the board shall proceed as follows:

- a) it shall fill a regular teaching position for the next school year following the permanent departure, if the staffing needs determined under clause 13-11.01 as regards the application of clause 5-3.10 justifies it;
- b) it shall fill the position, where applicable, in the category or subcategory corresponding to the specialty taught, in accordance with clause 13-11.05 and, in this case, should the position be filled during the 2002-2003 school year, it shall exceed the number of positions to be added as a result of the application of subclause a) of clause 13-20.01.

13-20.04 No later than January 31, 2003, the Management Negotiating Committee for English-language School Boards (CPNCA) shall submit to the Quebec Provincial Association of Teachers (QPAT) a written report on the status of clause 13-20.01 in each board.

IN WITNESS WHEREOF, the parties herein have signed in Québec on this 18th day of the month of April 2000.

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

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

(signed) François Legault
François Legault
Ministre de l'Éducation

(signed) Pierre Weber
Pierre Weber
President

(signed) Bernard Huot
Bernard Huot
President, CPNCA

(signed) Olivier Dolbec
Olivier Dolbec
Spokesperson

(signed) Hilaire Rochefort
Hilaire Rochefort
Vice-president, CPNCA

(signed) Diane Ratcliffe
Diane Ratcliffe
President, QESBA

(signed) Nancy Champagne
Nancy Champagne
Negotiator

(signed) Lloyd Brereton
Lloyd Brereton
Negotiator, QESBA

(signed) Roger Lacasse
Roger Lacasse
Negotiator, MEQ

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APPENDIX I-a

CONTRACT OF ENGAGEMENT
OF
FULL-TIME TEACHER

CONTRACT OF ENGAGEMENT

between

_____ SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: _____ GIVEN NAME: _____

SEX: F ☐ M ☐

hereinafter called the TEACHER.

The board and the teacher agree as follows:

I- OBLIGATIONS OF THE TEACHER

- a) The teacher hereby undertakes, for all legal purposes, to teach as a full-time teacher in the schools of the board for the school year beginning July 1, 20__ or to complete the said school year.
- b) The teacher declares that he or she was born at: _____
(place)

on 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.

II- OBLIGATIONS OF THE BOARD

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

III- GENERAL PROVISIONS

- a) This contract of engagement takes effect on _____ 20__ and expires on _____ 20__.
- b) The provisions of the collective agreement are an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed in _____ on this _____ day of the month of _____ 20__.

For the board: _____

Teacher: _____
(name)

(address)

Witness: _____
(name)

(address)

APPENDIX I-b

CONTRACT OF ENGAGEMENT
OF
PART-TIME TEACHER

CONTRACT OF ENGAGEMENT

between

_____ SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: _____ GIVEN NAME: _____

SEX: F ☐ M ☐

hereinafter called the TEACHER.

The board and the teacher agree as follows:

I- OBLIGATIONS OF THE TEACHER

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

N.B. To be completed by the board in accordance with clause 1-1.22.

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

on 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 benefits and privileges prescribed in the collective agreement.

III- GENERAL PROVISIONS

- a) This contract of engagement takes effect on _____ 20__ and expires on the earlier of the following dates:

on _____ 20__ or upon the occurrence of the following event:

- b) The provisions of the collective agreement are an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed in _____ on this _____ day of the month of _____ 20__.

For the board: _____

Teacher: _____
(name)

(address)

Witness: _____
(name)

(address)

APPENDIX I-c

CONTRACT OF ENGAGEMENT
OF
TEACHER-BY-THE-LESSON

CONTRACT OF ENGAGEMENT

between

_____ SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: _____ GIVEN NAME: _____

SEX: F ☐ M ☐

hereinafter called the TEACHER.

The board and the teacher agree as follows:

I- OBLIGATIONS OF THE TEACHER

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

N.B. To be completed by the board in accordance with clause 1-1.21.
- c) The teacher declares that he or she was born at: _____

(place)

on 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 benefits and privileges prescribed in the collective agreement.

III- GENERAL PROVISIONS

- a) This contract of engagement takes effect on _____ 20__ and expires on the earlier of the following dates:

on _____ 20__ or upon the occurrence of the following event:

- b) The provisions of the collective agreement are an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed in _____ on this _____ day of the month of _____ 20__.

For the board: _____

Teacher: _____
(name)

(address)

Witness: _____
(name)

(address)

APPENDIX II

CALCULATION OF SENIORITY

Example

Since July 1, 1967, a teacher is employed by the board in the positions indicated hereinafter. On July 1, 1999, he or she returns to teaching.

<u>Period</u>	<u>Position</u>	<u>Seniority recognized</u>
1967-1968	Teacher	5
1968-1969	Teacher	
1969-1970	Teacher	
1970-1971	Teacher	
1971-1972	Teacher	
1972-1973	Principal	8
1973-1974	Principal	
1974-1975	Principal	
1975-1976	Principal	
1976-1977	Principal	
1977-1978	Principal	
1978-1979	Principal	
1979-1980	Principal	
1980-1981	Administrator	2
1981-1982	Administrator	
01/07/82 to 31/12/82	Administrator	
01/01/83 to 30/06/83	Administrator	
1983-1984	Administrator	
1984-1985	Administrator	
1985-1986	Administrator	
1986-1987	Administrator	
1987-1988	Administrator	
1988-1989	Administrator	
1989-1990	Administrator	
1990-1991	Administrator	
1991-1992	Administrator	
1992-1993	Administrator	
1993-1994	Administrator	
1994-1995	Administrator	
1995-1996	Administrator	
1996-1997	Administrator	
1997-1998	Administrator	
1998-1999	Administrator	
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APPENDIX III**PLAN FOR GROUPING TEACHERS OF ENGLISH-LANGUAGE SCHOOL BOARDS
FOR THE PURPOSE OF IDENTIFYING THE TEACHERS TO BE
DECLARED EXCESS, PLACED ON AVAILABILITY OR
NONREENGAGED BECAUSE OF SURPLUS****OBJECTIVE**

The purpose of this appendix is to define the rules governing the grouping of teachers for the sole purpose of identifying teachers who are excess at the level of the schools and who must consequently be transferred, placed on availability or nonreengaged because of surplus in accordance with the provisions of the agreement.

PRINCIPLE

The categories and subcategories applicable to a board are those in effect in that board during the 1999-2000 school year, unless the board decides to modify, add to or subtract from the categories or subcategories. This decision shall be made only after consulting the union.

GENERAL RULES

1. For the purpose of applying this plan, subcategories are comparable to categories.
2. The teaching categories or subcategories apply to all the schools of the board.
3.
 - a) For the purposes of this plan, every teacher, including the teacher who is assigned partially to substitution, but excluding the teacher on availability, shall be classified in the category or subcategory in which he or she teaches.
 - b) The teacher referred to in the first paragraph of clause 5-3.19 shall be classified in the category in which he or she taught at the time when he or she was assigned to regular substitution. The same applies to the teacher assigned totally to regular substitution but who is not referred to in the first paragraph of clause 5-3.19.
 - c) The fact that a teacher is classified in a given category or subcategory shall not prevent him or her from teaching in more than one category or subcategory.
 - d) The teacher who teaches in more than one category or subcategory shall be classified in the category or subcategory in which he or she provides the major portion of his or her teaching.
 - e) For the purposes of applying the preceding paragraph d), the category or subcategory in which a teacher provides the major portion of his or her teaching means the one in which he or she teaches for more time than in any other category or subcategory.
 - f) If a teacher does not provide the major portion of his or her teaching in one category or subcategory, the board must ask the teacher in which category or subcategory he or she would like to be classified for the purposes of this plan. The teacher must indicate his or her choice within twenty (20) days of the board's request. If the teacher fails to notify the board within the time allotted, the board shall decide.

-
- g) However, a teacher who exercises this choice when he or she provides a portion of his or her teaching in two (2) or more categories or subcategories, the duration of which is equal in each of the said categories or subcategories and greater than the duration of the teaching provided by the teacher in any other category or subcategory, the said choice is exercised from among the said categories or subcategories only.
- 4.
 - a) For the purposes of this plan, every teacher, including the teacher who is assigned totally or partially to substitution, as well as the teacher referred to in the first paragraph of clause 5-3.19, but excluding the teacher on availability, shall be assigned to the school where he or she teaches.
 - b) The teacher who teaches in more than one school shall be assigned to the school where he or she provides the major portion of his or her teaching.
 - c) For the purpose of applying the preceding paragraph b), the school where the teacher provides the major portion of his or her teaching refers to the one where the teacher teaches for more time than in any other school.
 - d) If the teacher does not provide the major portion of his or her teaching in one school, the board must ask the teacher to which school he or she would like to be assigned for purposes of this plan. The teacher must indicate his or her choice within twenty (20) days of the board's request. If he or she fails to notify the board within the time allotted, the board shall decide.
 - e) However, a teacher who exercises this choice when he or she provides a portion of his or her teaching in two (2) or more schools, the duration of which is equal in each of the said schools and greater than the duration of the teaching provided by the teacher in any other school, the said choice is exercised from among these schools only.
 - 5. Notwithstanding general rule no. 2, when the board provides instruction under the agreements between the Ministère de l'Éducation du Québec and the Ministère de la Santé et des Services sociaux, it may create appropriate categories to take them into account. In such cases, the board must also stipulate which other categories, at both the elementary and secondary levels, shall continue to apply to these institutions.
 - 6. Notwithstanding the division of the elementary and secondary levels, the board may combine the categories or subcategories of both levels dealing with the same subjects (e.g. instruction to students with hearing impairments).

The categories indicated below apply to all the teachers in the board. Within each of these categories, the board shall decide if it wishes to have subcategories for any one of these categories. Moreover, in the case where the board provides instruction in English and French, it shall decide whether it will have categories or subcategories based on the language of instruction.

I PRESCHOOL AND ELEMENTARY EDUCATION

1. General

This category includes teacher-generalists at the preschool and elementary levels. It may be divided into subcategories such as: kindergarten, first cycle, second cycle.

2. Second Language

This category includes teacher-specialists in French as a second language.

3. Physical Education

This category includes teacher-specialists in physical education. It may be divided into subcategories such as: instruction for girls, for boys.

4. Music

This category includes teacher-specialists in music. It may be divided into subcategories such as: instrumental, choir music.

5. Arts Education

This category includes teacher-specialists in arts education. It may be divided into subcategories such as: media, photography.

6. Other Specialties

When the board offers specialties not included in the categories or subcategories mentioned above, it may establish new categories to take them into account.

II SECONDARY EDUCATION

General Education

1. First Language

This category includes teacher-specialists in first-language instruction (English or French, as the case may be). It may be divided into subcategories such as: first cycle, second cycle, theatre.

2. Second Language

This category includes teacher-specialists in French as a second language.

3. Physical Education

This category includes teacher-specialists in physical education. It may be divided into subcategories such as: instruction for girls, for boys.

4. Music

This category includes teacher-specialists in music. It may be divided into subcategories such as: instrumental, choir music.

5. Arts Education

This category includes teacher-specialists in arts education. It may be divided into subcategories such as: media, photography.

6. Mathematics

This category includes teacher-specialists in mathematics. It may be divided into subcategories such as: first cycle, second cycle, computer science.

7. Science

This category includes teacher-specialists in the sciences. It may be divided into subcategories such as: biology, chemistry, physics, natural sciences.

8. Human Sciences

This category includes teacher-specialists in human sciences. It may be divided into subcategories such as: history, geography, economics.

9. Personal Development

This category includes teacher-specialists in personal development. It may be divided into subcategories such as: moral and religious instruction (Protestant), moral and religious instruction (Catholic), moral instruction, personal and social development.

10. Home Economics**A1**

This category includes teacher-specialists in home economics. It may be divided into subcategories such as: sewing, cooking.

11. Introduction to Technology

This category includes teacher-specialists in introduction to technology.

12. Other Specialties

When the board offers specialties not included in the categories or subcategories mentioned above, it may establish new categories to take them into account.

13. First Cycle

This category includes teachers at the first level or cycle of the secondary level in keeping with the board's decision to adopt this organizational model. The board must decide which other general education categories will continue to apply at this level or these levels.

III PRESCHOOL, ELEMENTARY AND SECONDARY EDUCATION**1. Special Education**

This category includes teachers specialized in teaching students with handicaps and students with social maladjustments or learning disabilities. It may be divided into subcategories such as elementary education, secondary education as well as educational services to the hearing impaired and to the visually impaired.

- a) Notwithstanding the foregoing, the teaching of a discipline to a group of students enrolled in temporary individualized paths for learning falls under the category or subcategory to which the discipline belongs, unless the group is mainly or equally made up of at-risk students with mild intellectual handicaps, mild motor impairments, organic impairments or language disorders, moderate to severe intellectual handicaps, severe developmental disorders or severe physical handicaps;¹

¹

The board shall verify the composition of such a group of students no later than June 30 or on another date agreed to between the board and the union. Any modification made to the student group after that date shall not affect the determination of the category or subcategory.

- b) Moreover, the teaching of a technical discipline to a group of students enrolled in temporary or continuous individualized paths for learning or the teaching of a work skills education program to a group of students in continuous individualized paths for learning falls under the category or subcategory to which the discipline or the work skills education program belongs, unless the group is mainly or equally made up of at-risk students with mild intellectual handicaps, mild motor impairments, organic impairments or language disorders, moderate to severe intellectual handicaps, severe developmental disorders or severe physical handicaps.¹

2. Guidance

This category includes teacher-specialists in guidance. It may be divided into subcategories such as: elementary and secondary.

IV VOCATIONAL EDUCATION SECTOR

When the board provides vocational education courses, it determines the appropriate categories according to the courses offered at the board.

The division by category takes into account the grouping of teaching disciplines in the different techniques or profiles such as: administration, commerce and secretarial studies, automobile mechanics, health services, furniture and construction.

¹

The board shall verify the composition of such a group of students no later than June 30 or on another date agreed to between the board and the union. Any modification made to the student group after that date shall not affect the determination of the category or subcategory.

APPENDIX IV

MOVING EXPENSES

1. The provisions of this appendix aim to determine that to which a teacher, who can benefit from a reimbursement of his or her moving expenses, is entitled as moving expenses within the scope of relocation as provided for in article 5-3.00 and clause 5-4.04.

2. Moving expenses apply to a teacher only if the Provincial Relocation Bureau accepts that the relocation of this teacher necessitates his or her moving.

Moving shall be deemed necessary if it takes place and if the distance between the teacher's new place of work and his or her former domicile is greater than sixty-five (65) kilometres.

3. The board shall reimburse, 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 reimburse the cost of transporting the teacher's personal vehicle unless the location of his or her new residence is inaccessible by road. Moreover, the cost of transporting a boat, canoe, etc., shall not be reimbursed.

5. When the 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 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.

6. The board shall pay a moving allowance of seven hundred and fifty dollars (\$750) to any teacher who is transferred with his or her dependents¹, or of two hundred dollars (\$200) if he or she is not transferred with his or her dependents¹ in compensation for the concomitant moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the teacher is assigned to a location where complete facilities are placed at his or her disposal by the board.

Nevertheless, the seven hundred and fifty dollar (\$750)-moving allowance shall also be payable to the teacher who maintains a dwelling even if he or she is not transferred with his or her dependents¹.

7. The teacher referred to in clause 1 of this appendix shall also be entitled, if need be, to the following compensation:

- a) for the abandonment of a dwelling without a written lease, the board shall reimburse the equivalent of one month's rent or,
- b) if there is a lease, the board shall indemnify the teacher who must terminate his or her lease and for which the landlord demands compensation to a maximum 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.

¹ Within the meaning of clause 5-10.02.

-
8. If the teacher chooses to sublet his or her dwelling himself or herself, reasonable costs for advertising the sublease shall be reimbursed by the board.
 9. The board shall reimburse, relative to the sale of the principal residence of the relocated teacher, the following expenses:
 - a) the actual real estate agent's fees, upon presentation of the contract with the real estate agent immediately after its signing, of the sales contract and the bill 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 the location of his or her posting on the condition that the teacher already be the proprietor of his or her house at the time of his or her transfer and that the said house be sold;
 - c) the penalty for breach of mortgage, if need be;
 - d) 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 safekeeping costs of the unsold house. However, in this case, upon presentation of supporting vouchers, the board shall reimburse, for a period not exceeding three (3) months, the following expenses:
 - a) municipal and school taxes;
 - b) the interest on the mortgage;
 - c) the cost of the insurance premium.
 11. 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 travel and accommodation allowances for him or her and his or her family, in accordance with the regulation concerning travel expenses in effect at the board, usually for a period not exceeding two (2) weeks.
 12. If the move is delayed, with the authorization of the Provincial Relocation Bureau, or if the teacher's dependents¹ are not relocated immediately, the board shall reimburse the teacher's transportation costs up to five hundred (500) kilometres to visit the dependents who live with him or her, 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 in accordance with the regulation concerning travel expenses in effect at the board and upon presentation of supporting vouchers.
 13. In the case where a relocated teacher chooses not to sell his or her principal residence, he or she may benefit from the provisions of this clause in order to avoid a double financial burden to the teacher-owner due to the fact that his or her principal residence is not rented at the time when he or she must assume new obligations to dwell in the area of his or her posting. The board shall reimburse him or her, for the period during which his or her house is not rented, the amount of his or her new rent, up to a period of three (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.

¹ Within the meaning of clause 5-10.02.

14. The board responsible for the reimbursements or payments prescribed in clauses 1 to 13 of this appendix shall be the board which engages the teacher.
15. The moving expenses prescribed in this appendix shall be reimbursed within sixty (60) days after the teacher provides supporting vouchers.

APPENDIX V

TEACHERS IN ISOLATED AREAS

When a school board decides to offer a full-time contract to a teacher who is employed by the Cree or Kativik School Board as well as by an English-language or French-language school board in one of the localities on the enclosed list or in the locality of Sept-Îles (including Clarke City) or the localities of Port-Cartier, Gallix and Rivière Pantecôte, the teacher shall be entitled to a transfer of his or her tenure, years of experience recognized by his or her board, seniority, bank of nonredeemable sick-leave days and the right to the application of clause 6-5.02, if the only reason which would cause him or her to lose this right would be the severing of his or her employment ties, provided that:

- 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 a school board; the service acquired by a teacher who obtains a leave of absence without salary shall be delayed proportionally.

Before June 1, the teacher who wishes to be relocated must inform his or her board in writing of the region or regions to which he or she wishes to be relocated.

Before July 1 of that same school year, the board shall forward to the regional offices concerned of the Ministère de l'Éducation, the names of teachers who wish to be relocated as well as the pertinent information.

Each regional office concerned shall forward to each of the school boards in its region the names of teachers who wish to be relocated as well as the information provided by the board.

Each year, before November 15, each regional office shall inform the Provincial Parity Committee on Reduction and Retraining Measures of the number of relocation requests received and of the relocations carried out.

LIST OF LOCALITIES

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 located east of the Moisie River and stretching to Hâvre St-Pierre inclusively, the locality of Fermont and the localities of Îles-de-la-Madeleine.

c) Sector III

- The territory located north of the 51st degree of latitude including Chisasibi, Kawawachikamach, Kuujuaq, Kuujuarapik, Mistassini, Whapmagoostui, Radisson, Schefferville and Waswanipi excluding the locality of Fermont and the localities specified in sectors IV and V;

- the localities of Clova, Parent and Sanmaur;
- the territory of the Côte Nord stretching east of Hâvre St-Pierre to the limit of Labrador, including the Island of Anticosti.

d) Sector IV

The localities of Eastmain, Waskagheganish, Inukjuak, Nemiscau, Povungnituk, Wemindji and Umiujaq.

e) Sector V

The localities of Akulivik, Aupaluk, Ivujivik, Kangiqsualujjuaq, Kangiqsujuuaq, Kangirsuk, Quaqtaq, Salluit, and Tasiujaq.

APPENDIX VI

NONPARTICIPATION IN THE HEALTH INSURANCE PLAN

A teacher who, on the date of the coming into force of this entente, participated in the optional plans under article 5-11.00 of the document annexed to Order-in-Council #3811-72 may, upon written notice to the board within sixty (60) days of the coming into force of this entente, choose not to participate in the health insurance plan described in article 5-10.00.

The persons referred to in the preceding paragraph are:

School Board	Name
Eastern Shores	Assels, Byron Sams, Eric W.
Sir Wilfrid Laurier	Burman, Peter Costigan, John
Lester B. Pearson	Philippi, Wolfgang Vaillancourt, Wilfrid
English Montreal	Bradley, George Godfrey, Marvin Levine, Allan J. Niiya, Donald Paterson, Bradley W. Smith, Elaine Zelniker, Ernest

N.B. The parties agree to make changes to the above list, where applicable.

APPENDIX VII**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 (1) school year or half ($\frac{1}{2}$) 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 ($33 \frac{1}{3}$) percent 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 employ 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 following the application of article 3) of this appendix; if the result is negative, the board shall reimburse the amount to the teacher; if the result obtained is positive, the teacher shall 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 benefited from 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 (200) percent under RREGOP and the PPCT and one hundred (100) percent 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.

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 (½) 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.

5) Dismissal of the teacher

In the event of the dismissal of the teacher, the contract shall terminate on the effective date of the dismissal. The conditions stipulated in article 4) shall then apply.

6) Leave of absence without salary

For the duration of the contract, the total of one or more leaves of absence without salary may not exceed twelve (12) months. In this case, the duration of the contract shall be extended accordingly.

Should the total of one or more leaves of absence without salary exceed 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 ($\frac{1}{2}$) year of the contract in the case of a leave for half ($\frac{1}{2}$) 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 period of 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 entente as long as he or she is covered by a contract. The salary insurance benefit shall be based on the salary determined in the contract. Should the teacher still be disabled at the expiry of the contract, he or she shall then receive a salary insurance benefit based on his or her regular salary.

c) Disability develops after the teacher has taken his or her 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 subparagraph 1) or 2) of paragraph d) of article 9) apply.

11) Maternity leave (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 VIII

TERMS AND CONDITIONS CONCERNING THE
PROGRESSIVE RETIREMENT PLAN

AGREEMENT CONCLUDED

BETWEEN

_____ SCHOOL BOARD

HEREINAFTER CALLED

THE BOARD

AND

SURNAME: _____ GIVEN NAME: _____

ADDRESS: _____

HEREINAFTER CALLED

THE TEACHER

SUBJECT: **PROGRESSIVE RETIREMENT PLAN**

1- Period covered by the progressive retirement plan

This agreement comes into force on July 1, 20____ and expires on June 30, 20____.

The agreement can expire on another date under the circumstances and according to the terms and conditions prescribed in clauses 5-22.17 and 5-22.18.

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 _____: _____%

for the school year _____: _____%

for the school year _____: _____%

for the school year _____: _____%

for the school year _____: _____%

Notwithstanding the preceding paragraph, the board and the teacher may agree to change the percentage, provided, however, that the time worked is not less than forty (40) percent of the regular workweek or its equivalent within a school year.

Article 2 applies subject to the first paragraph of clause 5-22.07.

3- Other terms and conditions for implementing the plan agreed to with the teacher

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

For the school board

Teacher

APPENDIX IX**EVALUATION RULES PRESCRIBED IN
THE *MANUEL D'ÉVALUATION DE LA SCOLARITÉ***

Any changes will not lessen the value recognized by the evaluation rules in the *Manuel d'évaluation de la scolarité* in effect on the date of the coming into force of the entente.

Moreover, no teacher shall be issued an official attestation of schooling lower than the one that he or she already has as a result of a change in the rules contained in the *Manuel*.

APPENDIX X

RETROACTIVE MONETARY ADJUSTMENT RESULTING FROM AN OFFICIAL ATTESTATION OF SCHOOLING

- A) The Minister of Education and the Quebec English School Boards Association will 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, 1998, with or without employment ties with that board since July 1, 1998, 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- Subclause b) 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 entente, 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 salarial or financial retroactivity applicable to the teachers referred to in preceding subparagraphs b) and c) cannot have any effect prior to August 22, 1991.

¹ P.G. du Québec c. comité de révision de la scolarité des enseignants et al., N° 200-05-003705-923.

APPENDIX XI

CALCULATION OF YEARS OF EXPERIENCE

Examples of the application of clause 6-4.03

I- Teacher X is currently paid at					Years of <u>experience</u>	Experience <u>steps</u>
After	90 days				0	1
+						
After	<u>45</u> + 90 days				1	2
	(135)					
After		+	<u>45</u> + 90 days		2	3
			(135)			
After			<u>45</u> + 90 days		3	4
			(135)			
After one year full time			+	(6-4.02)	4	5
					5	6
After part time, by-the-lesson or casual supply teacher				<u>45</u> + 90 days	6	7
				(135)		

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

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 XII

DISTRIBUTION OF THE AMOUNTS AVAILABLE IN ORDER TO FACILITATE THE PROFESSIONAL IMPROVEMENT OF TEACHERS IN ISOLATED AREAS

The amount available to each board referred to in this appendix shall be calculated as follows:

Amount prescribed in clause 7-1.02 X n X f
t

where

t = total number of teachers in full-time equivalents, excluding teachers on availability, in service on September 30 of each school year and working in the territory of each of the boards indicated by applying the weighting factor¹ to the total number of teachers in each board:

Central Québec S.B.	(the localities of Chapais and Chibougamau and the localities of Schefferville and Kawawachikamach)
Eastern Shores S.B.	
Western Quebec S.B.	(the localities of Témiscaming, Val d’Or and Rouyn-Noranda)

n = total number of teachers in full-time equivalents, excluding teachers on availability, in service on September 30 of each school year and working in the territories of the aforementioned boards.

f = weighting factor for each of the boards:

Central Québec S.B.	(the localities of Chapais and Chibougamau and the localities of Schefferville and Kawawachikamach)	4
Eastern Shores S.B.		3.5
Western Quebec S.B.	(the localities of Témiscaming, Val d’Or and Rouyn-Noranda)	3

¹ t = [n¹f¹ + n²f² + n³f³]

APPENDIX XIII

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 adjustments 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. As of the 2000-2001 school year, 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
	Grade 1, elementary school - in economically disadvantaged areas	18	20
As of 2002-2003	Grade 1, elementary school - elsewhere than in economically disadvantaged areas	20	22
	Grade 2, elementary school - in economically disadvantaged areas	18	20
As of 2003-2004	Grade 2, elementary school - elsewhere than in economically disadvantaged areas	22	24

2. The Ministère, in collaboration with the school boards, shall evaluate from time to time the results obtained. During the 2007-2008 school year, the final evaluation report including recommendations shall be submitted to the school boards and the union.
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 2008-2009 school year, 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 clause 8-4.02.

APPENDIX XIV

LIST OF SCHOOLS AFFECTED BY THE SPECIAL RULES FOR THE FORMATION OF PRESCHOOL STUDENT GROUPS (5-YEAR-OLDS) 2000-2001
AND
LIST OF SCHOOLS SITUATED IN ECONOMICALLY DISADVANTAGED AREAS

Part A List of schools affected by the special rules for the formation of preschool student groups (5-year-olds) (average 18, maximum 20) 2000-2001

No.	S.B. code	Name of S.B.	School code	Name of school	Former name of school	No. groups
1	689000	Littoral		École St-Augustine		1
2	689000	Littoral		École Mgr Sheffer		1
3	711000	Des-Monts-et-Marées	711015	École Saint-Moïse		1
4	711000	Des-Monts-et-Marées	711033	École Émile-Dubé (prim.)		1
5	711000	Des-Monts-et-Marées	711042	École Le Marinier (prim.)		1
6	711000	Des-Monts-et-Marées	711046	École Sainte-Félicité		1
7	712000	Des Phares	712034	École de la Rivière		1
8	712000	Des Phares	712035	École du Secteur Centre	École Clair-Soleil	1
9	713000	Du Fleuve-et-des-Lacs	713029	École de St-Marc-du-Lac-Long	École Notre-Dame-de-Grâces	1
10	723000	Des Rives-du-Saguenay	723136	École Saint-Gabriel		1
11	751000	Des Hauts-Cantons	751055	École Saint-Paul		1
12	753000	Des Sommets	753025	École Jardin-des-Frontières		2
13	773000	Au Coeur-des-Vallées	773033	École De la Montagne		1
14	774000	Des Hauts-Bois-de-l'Outaouais	774006	Étoile du Nord	École Sacré-Coeur (Grand Remous)	1
15	774000	Des Hauts-Bois-de-l'Outaouais	774003	Coeur de la Gatineau	École Ste-Thérèse	1
16	774000	Des Hauts-Bois-de-l'Outaouais	774003	Coeur de la Gatineau	École Sacré-Coeur (Gracefield)	1
17	785000	Du Lac-Abitibi	785006	École Abana		1
18	785000	Du Lac-Abitibi	785008	École Bellefeuille	École Du Rivage	1
19	785000	Du Lac-Abitibi	785009	École du Royal-Roussillon		2
20	785000	Du Lac-Abitibi	785007	École du Maillon	École Des Riverains	1
21	791000	De l'Estuaire	791078	École La Marée		2
22	791000	De l'Estuaire	791080	École Les Dunes (prim.)	École Les Dunes Ste-Marie	1
23	811000	Des Îles	811009	École Notre-Dame des Écoles		1

No.	S.B. code	Name of S.B.	School code	Name of school	Former name of school	No. groups
24	811000	Des Îles	811005	École Notre-Dame de l'Assomption		1
25	812000	Des Chic-Chocs	812044	École Notre-Dame de Liesse		1
26	813000	René-Lévesque	813006	Collège Notre-Dame	Couvent Bon-Pasteur	1
27	813000	René-Lévesque	813011	École Saint-Paul	École St-Paul de Pabos	1
28	821000	De la Côte-du-sud	821162	École Chanoine-Ferland-St-Juste	École St-Fabien	1
29	821000	De la Côte-du-sud	821162	École Chanoine-Ferland-St-Juste	École St-Juste	1
30	821000	De la Côte-du-sud	821160	École de la Colline	École St-Apolline	1
31	821000	De la Côte-du-sud	821162	École Chanoine-Ferland-St-Juste	École Ste-Lucie	1
32	823000	De la Beauce-Etchemin	823087	École Bellarmin		1
33	823000	De la Beauce-Etchemin	823096	École Harmonie		1
34	841000	Des Affluents	841057	École Mgr Mongeau		1
35	842000	Des Samares	842033	École Youville		2
36	842000	Des Samares	842053	École de L'Arc-en-Ciel		1
37	865000	Des Patriotes	865191	École le Sablier		1
38	871000	De la Riveraine	871025	École L'Oasis		1
39	871000	De la Riveraine	871026	École Rayons de Soleil	École de Manseau	1
40	873000	Des Chênes	873044	École Notre-Dame-Sacré-Coeur	École Sacré-Coeur	1
41	886000	Western Québec	886019	École primaire Wakefield	École de Wakefield	1
42	886000	Western Québec	886007	École St-John/Jean-Paul II	École St-John	1
43	886000	Western Québec	886005	École Conception/St-Alphonsus	École Immaculée-Conception	1
44	711000	Des Monts et Marées	711081	École St-René Goupil		1
45	711000	Des Monts et Marées	711029	École l'Assomption		1
46	722000	Lac St-Jean	722204	École St-Léon		1
47	722000	Lac St-Jean	722208	École Notre-Dame du Rosaire		1
48	774000	Hauts-Bois-de-L'Outaouais		École St-Patrick (ancien nom)		2
49	774000	Hauts-Bois-de-L'Outaouais	774002	École Ste-Anne		1
50	774000	Hauts-Bois-de-L'Outaouais	774022	École Notre-Dame du Sacré-Coeur		1
51	791000	De l'Estuaire	791016	École Monseigneur Labrie		1
52	823000	Beauce-Etchemin	823040	École Petit Chercheur		1
53	854000	Pierre-Neveu	854005	École de l'Amitié		1

Part B **List of schools* situated in economically disadvantaged areas**

	Name of S.B.	Building code	Name of building	School code	Name of school
1)	Lac-Saint-Jean, CS du	722024	BON-PASTEUR	722203	ÉCOLE BON-PASTEUR
2)	Lac-Saint-Jean, CS du	722032	SAINTE-HELENE	722207	ÉCOLE SAINTE-HELENE
3)	Lac-Saint-Jean, CS du	722034	PRIMAIRE GARNIER	722210	ÉCOLE PRIMAIRE GARNIER
4)	Rives-du-Saguenay, CS des	723008	SAINT-GEORGES	723108	ÉCOLE SAINT-GEORGES
5)	Rives-du-Saguenay, CS des	723013	SAINT-ANTOINE	723113	ÉCOLE SAINT-ANTOINE
6)	De La Jonquière, CS	724036	SAINTE-MARIE	724044	ÉCOLE STE-MARIE-MEDIATRICE
7)	De La Jonquière, CS	724043	IMMACULEE-CONCEPTION	724040	ÉCOLE IMMACULEE-CONCEPTION
8)	Capitale, CS de la	732003	CHANOINE-COTE	732003	ÉCOLE CHANOINE-COTE
9)	Capitale, CS de la	732012	DOMINIQUE-SAVIO (MAIZERETS)	732012	DOMINIQUE-SAVIO (MAIZERETS)
10)	Capitale, CS de la	732015	DU BUISSON	732015	ÉCOLE DU BUISSON
11)	Capitale, CS de la	732016	DU DOMAINE	732023	ÉCOLE DU DOMAINE - JEAN XXIII
12)	Capitale, CS de la	732026	MARGUERITE-BOURGEOYS	732026	ÉCOLE MARGUERITE-BOURGEOYS
13)	Capitale, CS de la	732031	NOTRE-DAME-DU-CANADA	732031	ÉCOLE NOTRE-DAME-DU-CANADA
14)	Capitale, CS de la	732033	SACRE-COEUR	732033	ÉCOLE SACRE-COEUR
15)	Capitale, CS de la	732034	STADACONA	732034	ÉCOLE STADACONA
16)	Capitale, CS de la	732035	ST-ALBERT-LE-GRAND	732035	ÉCOLE SAINT-ALBERT-LE-GRAND
17)	Capitale, CS de la	732039	SAINT-FIDELE	732039	ÉCOLE SAINT-FIDELE
18)	Capitale, CS de la	732040	SAINT-FRANCOIS-D'ASSISE	732040	ÉCOLE SAINT-FRANCOIS-D'ASSISE
19)	Capitale, CS de la	732041	SAINT-JEAN-BAPTISTE	732041	ÉCOLE SAINT-JEAN-BAPTISTE
20)	Capitale, CS de la	732043	SAINT-MALO	732043	ÉCOLE SAINT-MALO
21)	Capitale, CS de la	732044	SAINT-MAURICE	732044	ÉCOLE SAINT-MAURICE
22)	Capitale, CS de la	732045	SAINT-PAUL-APOTRE	732045	ÉCOLE SAINT-PAUL-APOTRE
23)	Capitale, CS de la	732046	SAINT-PIE X, 1ER CYCLE	732047	ÉCOLE SAINT-PIE X
24)	Capitale, CS de la	732047	SAINT-PIE X, 2E CYCLE	732047	ÉCOLE SAINT-PIE X
25)	Capitale, CS de la	732048	SAINT-ROCH	732048	ÉCOLE SAINT-ROCH

* Buildings with kindergarten students (5-year-olds) and elementary school students whose decile rank is 9 or 10. The decile rank is based on the percentage of families with children under 18 years of age below the relative low income level.

	Name of S.B.	Building code	Name of building	School code	Name of school
26)	Capitale, CS de la	732051	SAINTE-ODILE	732051	ÉCOLE SAINTE-ODILE
27)	Premières-Seigneuries, CS des	734006	SAINTE-CHRETIENNE	734006	ÉCOLE SAINTE-CHRETIENNE
28)	Premières-Seigneuries, CS des	734021	LA FOURMILIERE	734021	ÉCOLE LA FOURMILIERE
29)	Chemin-du-Roy, CS du	741022	SAINT-EUGENE	741022	ÉCOLE SAINT-EUGENE
30)	Chemin-du-Roy, CS du	741030	DOLLARD	741030	ÉCOLE DOLLARD
31)	Chemin-du-Roy, CS du	741035	SAINT-GABRIEL-ARCHANGE	741035	ÉCOLE SAINT-GABRIEL-ARCHANGE
32)	Chemin-du-Roy, CS du	741058	CARDINAL ROY	741058	ÉCOLE CARDINAL-ROY
33)	Chemin-du-Roy, CS du	741062	SAINTE-THERESE	741062	ÉCOLE SAINTE-THERESE
34)	Chemin-du-Roy, CS du	741064	SAINT-PHILIPPE	741064	ÉCOLE SAINT-PHILIPPE
				741040	ÉCOLE MOND'AMI
35)	Chemin-du-Roy, CS du	741065	DE LA TERRIERE	741065	ÉCOLE DE LA TERRIERE
36)	Chemin-du-Roy, CS du	741068	SAINT-PAUL	741068	ÉCOLE SAINT-PAUL
37)	Chemin-du-Roy, CS du	741074	SAINT-FRANCOIS D'ASSISE	741074	ÉCOLE SAINT-FRANCOIS-D'ASSISE
38)	Chemin-du-Roy, CS du	741076	SAINTE-CATHERINE-DE-SIENNE	741076	ÉC. ST-DOMINIQUE-STE-CATHERINE
39)	Chemin-du-Roy, CS du	741077	ANNEXE STE-CATHERINE-DE-SIENNE	741076	ÉC. ST-DOMINIQUE-STE-CATHERINE
40)	Chemin-du-Roy, CS du	741078	SAINT-DOMINIQUE	741076	ÉC. ST-DOMINIQUE-STE-CATHERINE
41)	Énergie, CS de l'	742031	SAINT-PAUL	742031	ÉCOLE INST. A-HALLE - ST-PAUL
42)	Énergie, CS de l'	742039	NOTRE-DAME	742039	ÉCOLE INST. LAC-A-LA-TORTUE
43)	Énergie, CS de l'	742041	JACQUES-CARTIER	742039	ÉCOLE INST. LAC-A-LA-TORTUE
44)	Énergie, CS de l'	742083	IMMACULEE-CONCEPTION	742083	ÉCOLE IMMACULEE-CONCEPTION
45)	Énergie, CS de l'	742087	CHRIST-ROI	742087	ÉCOLE CHRIST-ROI
46)	Énergie, CS de l'	742101	ANTOINE-HALLE	742031	ÉCOLE INST. A-HALLE - ST-PAUL
47)	Hauts-Cantons, CS des	751034	SAINT-PIE-X	751036	NOTRE-DAME-DE-TOUTES-AIDES
48)	Hauts-Cantons, CS des	751036	NOTRE-DAME-DE-TOUTES-AIDES	751036	NOTRE-DAME-DE-TOUTES-AIDES
49)	Région-de-Sherbrooke, CS de la	752132	LAROCQUE	752013	ÉCOLE LAROCQUE
50)	Région-de-Sherbrooke, CS de la	752135	NOTRE-DAME-DU-ROSAIRE	752021	ÉCOLE NOTRE-DAME-DU-ROSAIRE
51)	Région-de-Sherbrooke, CS de la	752138	SYLVESTRE	752033	ÉCOLE SYLVESTRE
52)	Région-de-Sherbrooke, CS de la	752139	JEAN XXIII	752010	ÉCOLE JEAN-XXIII
53)	Région-de-Sherbrooke, CS de la	752145	SAINT-JOSEPH	752027	ÉCOLE SAINT-JOSEPH - BUSSIERE
54)	Région-de-Sherbrooke, CS de la	752146	SAINTE-FAMILLE	752031	DE LA SAINTE-FAMILLE - LAPORTE
55)	Région-de-Sherbrooke, CS de la	752151	LAPORTE	752031	DE LA SAINTE-FAMILLE - LAPORTE
56)	Région-de-Sherbrooke, CS de la	752155	DESJARDINS	752005	ÉCOLE DESJARDINS
57)	Région-de-Sherbrooke, CS de la	752156	BUSSIERE	752027	ÉCOLE SAINT-JOSEPH - BUSSIERE
58)	Pointe-de-l'Île, CS de la	761004	DE LA FRATERNITE	761052	ÉCOLE DE LA FRATERNITE
59)	Pointe-de-l'Île, CS de la	761008	LAMBERT CLOSSE	761023	ÉCOLE LAMBERT-CLOSSE

	Name of S.B.	Building code	Name of building	School code	Name of school
60)	Pointe-de-l'Île, CS de la	761010	PIERRE-DE COUBERTIN	761059	ÉCOLE PIERRE-DE-COUBERTIN
61)	Pointe-de-l'Île, CS de la	761011	ADELARD DESROSIERS ET PREFAB	761050	ÉCOLE ADELARD-DESROSIERS
62)	Pointe-de-l'Île, CS de la	761013	SAINTE-GERMAINE COUSIN	761002	ÉCOLE STE-GERMAINE-COUSIN
63)	Pointe-de-l'Île, CS de la	761014	FERNAND GAUTHIER ET PREFAB	761042	ÉCOLE FERNAND-GAUTHIER
64)	Pointe-de-l'Île, CS de la	761018	LA DAUVERSIERE	761022	ÉCOLE LADAUVERSIERE
65)	Pointe-de-l'Île, CS de la	761019	SAINTE-COLETTE	761064	ÉCOLE SAINTE-COLETTE
66)	Pointe-de-l'Île, CS de la	761021	SAINT-JOSEPH	761037	ÉCOLE ST-JOSEPH
67)	Pointe-de-l'Île, CS de la	761022	JACQUES ROUSSEAU	761035	ÉCOLE JACQUES-ROUSSEAU
68)	Pointe-de-l'Île, CS de la	761023	DES ROSERAIES ALBATROS	761033	ÉCOLE DES ROSERAIES
69)	Pointe-de-l'Île, CS de la	761024	CARDINAL LEGER	761030	ÉCOLE CARDINAL-LEGER
70)	Pointe-de-l'Île, CS de la	761026	JEAN-NICOLET	761054	ÉCOLE JEAN-NICOLET
71)	Pointe-de-l'Île, CS de la	761028	MARC-AURELE FORTIN	761044	ÉCOLE MARC-AURELE-FORTIN
72)	Pointe-de-l'Île, CS de la	761031	FRANCOIS LA BERNARDE	761004	ÉCOLE AMI-SOLEIL/LA-BERNARDE
73)	Pointe-de-l'Île, CS de la	761032	VICTOR LAVIGNE	761025	ÉCOLE VICTOR-LAVIGNE
74)	Pointe-de-l'Île, CS de la	761033	LE CARIGNAN	761057	ÉCOLE LE CARIGNAN
75)	Pointe-de-l'Île, CS de la	761034	ALPHONSE PESANT	761020	ÉCOLE ALPHONSE-PESANT
76)	Pointe-de-l'Île, CS de la	761036	WILFRID BASTIEN	761026	ÉCOLE WILFRID-BASTIEN
77)	Pointe-de-l'Île, CS de la	761040	RENE-GUENETTE	761060	ÉCOLE RENE-GUENETTE
78)	Pointe-de-l'Île, CS de la	761041	MARC-LAFLAMME	761058	ÉCOLE MARC-LAFLAMME
79)	Pointe-de-l'Île, CS de la	761042	JULES-VERNE	761055	ÉCOLE JULES-VERNE
80)	Pointe-de-l'Île, CS de la	761043	DENISE-PELLETIER	761040	ÉCOLE DENISE-PELLETIER
81)	Pointe-de-l'Île, CS de la	761046	GABRIELLE ROY	761021	ÉCOLE GABRIELLE-ROY
82)	Pointe-de-l'Île, CS de la	761048	SAINTE-GERTRUDE ET RESIDENCE	761066	ÉCOLE STE-GERTRUDE
83)	Pointe-de-l'Île, CS de la	761052	AMI SOLEIL	761004	ÉCOLE AMI-SOLEIL/LA-BERNARDE
84)	Pointe-de-l'Île, CS de la	761055	ANNEXE INTERVAL	761044	ÉCOLE MARC-AURELE-FORTIN
85)	Pointe-de-l'Île, CS de la	761056	SAINT-REMI	761062	ÉCOLE SAINT-REMI
86)	Pointe-de-l'Île, CS de la	761059	SAINT-VINCENT-MARIE-STRAMBI	761063	ÉCOLE ST-VINCENT-MARIE
87)	Montréal, CS de	762001	ATELIER	762053	ÉCOLE ATELIER
88)	Montréal, CS de	762002	ALPHONSE-DESJARDINS	762023	ÉCOLE ALPHONSE-DESJARDINS
89)	Montréal, CS de	762003	SAINT-BENOIT	762121	ÉCOLE SAINT-BENOIT
90)	Montréal, CS de	762005	SAINT-ZOTIQUE	762154	ÉCOLE SAINT-ZOTIQUE

	Name of S.B.	Building code	Name of building	School code	Name of school
91)	Montréal, CS de	762006	MARGUERITE-BOURGEOYS	762091	ÉCOLE MARGUERITE-BOURGEOYS
92)	Montréal, CS de	762007	LOUIS-COLIN	762092	ÉCOLE LOUIS-COLIN
93)	Montréal, CS de	762008	JEAN-JACQUES-OLIER	762114	ÉCOLE JEAN-JACQUES-OLIER
94)	Montréal, CS de	762011	SAINT-JEAN-BAPTISTE	762112	ÉCOLE SAINT-JEAN-BAPTISTE
95)	Montréal, CS de	762012	MARIE-FAVERY	762094	ÉCOLE MARIE-FAVERY
96)	Montréal, CS de	762013	ANNEXE CHARLEVOIS	762140	ÉCOLE LUDGER-DUVERNAY
97)	Montréal, CS de	762016	SAINT-FRANCOIS-D'ASSISE	762012	ÉCOLE SAINT-FRANCOIS-D'ASSISE
98)	Montréal, CS de	762018	LANAUDIERE	762089	ÉCOLE LANAUDIERE
99)	Montréal, CS de	762019	SAINT-NOEL-CHABANEL	762036	ÉCOLE SAINT-NOEL-CHABANEL
100)	Montréal, CS de	762020	BIENVILLE	762034	ÉCOLE BIENVILLE
101)	Montréal, CS de	762021	CHARLES-LEMOYNE	762130	ÉCOLE CHARLES-LEMOYNE
102)	Montréal, CS de	762024	DE LA PETITE BOURGOGNE	762129	ÉCOLE DE LA PETITE-BOURGOGNE
103)	Montréal, CS de	762026	SAINTE-BIBIANE	762045	ÉCOLE SAINTE-BIBIANE
104)	Montréal, CS de	762027	SAINT-FRANCOIS-XAVIER	762072	ÉCOLE SAINT-FRANCOIS-XAVIER
105)	Montréal, CS de	762029	ARMAND LAVERGNE, REGROUPE 4	762002	ÉCOLE ARMAND-LAVERGNE
106)	Montréal, CS de	762031	ALICE-PARIZEAU	762147	ÉCOLE ALICE-PARIZEAU
107)	Montréal, CS de	762032	JEAN-BAPTISTE-MEILLEUR	762074	ÉCOLE JEAN-BAPTISTE-MEILLEUR
108)	Montréal, CS de	762034	LAURIER	762103	ÉCOLE LAURIER
109)	Montréal, CS de	762036	LOUIS DUPIRE	762017	ÉCOLE LOUIS-DUPIRE
110)	Montréal, CS de	762040	SAINT-ENFANT-JESUS	762111	ÉCOLE SAINT-ENFANT-JESUS
111)	Montréal, CS de	762046	ST-LEON-DE-WESTMOUNT ET LOGIS	762137	ÉCOLE SAINT-LEON-DE-WESTMOUNT
112)	Montréal, CS de	762047	SAINT-ANSELME ET LOGIS	762068	ÉCOLE SAINT-ANSELME
113)	Montréal, CS de	762049	SAINT-JEAN-DE-LA-CROIX	762110	ÉCOLE SAINT-JEAN-DE-LA-CROIX
114)	Montréal, CS de	762050	LAMBERT CLOSSE	762115	ÉCOLE LAMBERT-CLOSSE
115)	Montréal, CS de	762053	MARIE-DE-L'INCARNATION	762162	ÉCOLE MARIE-DE-L'INCARNATION
116)	Montréal, CS de	762054	VICTOR-ROUSSELOT	762139	ÉCOLE VICTOR-ROUSSELOT
117)	Montréal, CS de	762058	BARIL	762041	ÉCOLE BARIL
118)	Montréal, CS de	762069	ST-PASCAL-BAYLON ET RESIDENCE	762149	ÉCOLE SAINT-PASCAL-BAYLON
119)	Montréal, CS de	762073	CHAMPLAIN	762080	ÉCOLE CHAMPLAIN
120)	Montréal, CS de	762078	SAINT-FRANCOIS-SOLANO	762044	ÉCOLE SAINT-FRANCOIS-SOLANO
121)	Montréal, CS de	762082	SAINT-CLEMENT	762025	ÉCOLE SAINT-CLEMENT

	Name of S.B.	Building code	Name of building	School code	Name of school
122)	Montréal, CS de	762086	LES ENFANTS DU MONDE	762169	ÉCOLE LES-ENFANTS-DU-MONDE
123)	Montréal, CS de	762087	FELIX LECLERC	762134	ÉCOLE FELIX-LECLERC
124)	Montréal, CS de	762090	BARCLAY	762122	ÉCOLE BARCLAY
125)	Montréal, CS de	762091	BEDFORD	762135	ÉCOLE BEDFORD
126)	Montréal, CS de	762092	DUPUIS	762160	ÉCOLE DUPUIS
127)	Montréal, CS de	762093	EDOUARD VII	762116	ÉCOLE EDOUARD VII
128)	Montréal, CS de	762095	HIGH SCHOOL OF MONTREAL	762127	ÉCOLE FACE
129)	Montréal, CS de	762096	GLENCOE	762145	ÉCOLE GLENCOE
130)	Montréal, CS de	762097	SAINT-MARC	762065	ÉCOLE SAINT-MARC
131)	Montréal, CS de	762098	BARTHELEMY VIMONT, ANNEXE I	762124	ÉCOLE BARTHELEMY-VIMONT
132)	Montréal, CS de	762100	SAINT-ETIENNE	762096	ÉCOLE SAINT-ETIENNE
133)	Montréal, CS de	762101	IONA	762155	ÉCOLE IONA
134)	Montréal, CS de	762102	LOUISBOURG	762151	ÉCOLE LOUISBOURG
135)	Montréal, CS de	762103	MAISONNEUVE	762028	ÉCOLE MAISONNEUVE
136)	Montréal, CS de	762104	CHARLES-BRUNEAU	762207	ÉCOLE CHARLES-BRUNEAU
137)	Montréal, CS de	762106	MARIE-ROLLET	762030	ÉCOLE MARIE-ROLLET
138)	Montréal, CS de	762107	OGILVIE	762038	ÉCOLE OGILVIE
139)	Montréal, CS de	762108	INTERNATIONALE DE MONTREAL	762136	ÉC. INTERNATIONALE DE MONTREAL
140)	Montréal, CS de	762115	NOTRE-DAME-DES-NEIGES	762142	ÉCOLE NOTRE-DAME-DES-NEIGES
141)	Montréal, CS de	762116	AHUNTSIC	762117	ÉCOLE AHUNTSIC
142)	Montréal, CS de	762118	GARNEAU	762085	ÉCOLE GARNEAU
143)	Montréal, CS de	762123	MADELEINE-DE-VERCHERES	762077	ÉCOLE MADELEINE-DE-VERCHERES
144)	Montréal, CS de	762127	SAINT-JEAN-DE-BREBEUF	762064	ÉCOLE SAINT-JEAN-DE-BREBEUF
145)	Montréal, CS de	762130	LOUIS-HIPPOLYTE LAFONTAINE	762097	ÉCOLE ARC-EN-CIEL
				762098	ÉCOLE LOUIS-H.-LAFONTAINE
146)	Montréal, CS de	762135	GUYBOURG	762018	ÉCOLE GUYBOURG
147)	Montréal, CS de	762138	LA MENNAIS	762105	ÉCOLE LA MENNAIS
148)	Montréal, CS de	762140	ST-JEAN-BAPTISTE-DE-LA-SALLE	762032	ST-JEAN-BAPTISTE-DE-LA-SALLE
149)	Montréal, CS de	762141	DOLLARD-DES-ORMEAUX	762166	ÉCOLE DOLLARD-DES-ORMEAUX
150)	Montréal, CS de	762151	FRANCOIS-DE-LAVAL	762132	ÉCOLE FRANCOIS-DE-LAVAL
151)	Montréal, CS de	762152	SAINT-NOM-DE-JESUS	762033	ÉCOLE SAINT-NOM-DE-JESUS

	Name of S.B.	Building code	Name of building	School code	Name of school
152)	Montréal, CS de	762154	SAINT-ARSENE	762095	ÉCOLE SAINT-ARSENE
153)	Montréal, CS de	762159	PAUL-BRUCHESI	762087	ÉCOLE PAUL-BRUCHESI
154)	Montréal, CS de	762160	HOCHELAGA	762050	ÉCOLE HOCHELAGA
155)	Montréal, CS de	762166	SAINT-PIERRE-CLAVER	762079	ÉCOLE SAINT-PIERRE-CLAVER
156)	Montréal, CS de	762170	SAINT-AMBROISE	762086	ÉCOLE SAINT-AMBROISE
157)	Montréal, CS de	762171	SAINT-GERARD	762104	ÉCOLE SAINT-GERARD
158)	Montréal, CS de	762177	LE CARON	762007	ÉCOLE LE CARON
159)	Montréal, CS de	762179	BARTHELEMY-VIMONT ANNEXE II	762124	ÉCOLE BARTHELEMY-VIMONT
160)	Montréal, CS de	762181	SAINTE-CECILE	762107	ÉCOLE SAINTE-CECILE
161)	Montréal, CS de	762183	HELENE BOULLE ET LOGIS	762106	ÉCOLE HELENE-BOULLE
162)	Montréal, CS de	762190	ROSE-DES-VENTS	762046	ÉCOLE ROSE-DES-VENTS
163)	Montréal, CS de	762191	SAINT-AMBROISE ANNEXE	762086	ÉCOLE SAINT-AMBROISE
164)	Montréal, CS de	762196	LE PLATEAU	762090	ÉCOLE LE PLATEAU
165)	Montréal, CS de	762198	LA VISITATION	762075	ÉCOLE LA VISITATION
166)	Montréal, CS de	762199	SAINTE-CLAIRE ET RESIDENCE	762009	ÉCOLE SAINTE-CLAIRE
167)	Montréal, CS de	762201	SAINT-LOUIS-DE-GONZAGUE	762070	ÉCOLE SAINT-LOUIS-DE-GONZAGUE
168)	Montréal, CS de	762208	SAINT-BARTHELEMY	762071	ÉCOLE SAINT-BARTHELEMY
169)	Montréal, CS de	762209	BOUCHER DE LA BRUERE	762013	ÉCOLE BOUCHER-DE-LA-BRUERE
170)	Montréal, CS de	762210	NOTRE-DAME-L'ASSOMPTION	762049	ÉCOLE N.-DAME-DE-L'ASSOMPTION
171)	Montréal, CS de	762211	NOTRE-DAME-DE-LA-DEFENSE	762109	ÉCOLE NOTRE-DAME-DE-LA-DEFENSE
172)	Montréal, CS de	762212	SAINT-JEAN-DE-MATHA	762167	ÉCOLE SAINT-JEAN-DE-MATHA
173)	Montréal, CS de	762223	CHRIST-ROI	762102	ÉCOLE CHRIST-ROI
174)	Montréal, CS de	762226	SAINTS-MARTYRS-CANADIENS	762069	ÉCOLE SAINTS-MARTYRS-CANADIENS
175)	Montréal, CS de	762238	SAINT-ANDRE-APOTRE	762119	ÉCOLE SAINT-ANDRE-APOTRE
176)	Montréal, CS de	762240	SAINT-PIERRE-APOTRE	762209	ÉCOLE SAINT-PIERRE-APOTRE
177)	Montréal, CS de	762243	SAINTE-CATHERINE-DE-SIENNE	762170	ÉCOLE STE-CATHERINE-DE-SIENNE
178)	Montréal, CS de	762250	SAINT-ANTONIN	762161	ÉCOLE SAINT-ANTONIN
179)	Montréal, CS de	762254	SIMONE-MONET	762150	ÉCOLE SIMONE-MONET
180)	Montréal, CS de	762261	FERNAND-SEGUIN	762101	ÉCOLE FERNAND-SEGUIN
181)	Montréal, CS de	762281	SAINTE-GEMMA-GALGANI	762066	ÉCOLE SAINTE-GEMMA-GALGANI
182)	Montréal, CS de	762282	SAINT-MATHIEU	762063	ÉCOLE SAINT-MATHIEU

	Name of S.B.	Building code	Name of building	School code	Name of school
183)	Montréal, CS de	762286	COEUR-IMMACULE-DE-MARIE	762165	ÉCOLE COEUR-IMMACULE-DE-MARIE
184)	Montréal, CS de	762287	SAINT-JEAN-VIANNEY	762029	ÉCOLE SAINT-JEAN-VIANNEY
185)	Montréal, CS de	762292	ST-JEAN-DE-LA-LANDE ET LOGIS	762058	ÉCOLE SAINT-JEAN-DE-LA-LANDE
186)	Montréal, CS de	762295	SAINT-ALBERT-LE-GRAND	762040	ÉCOLE SAINT-ALBERT-LE-GRAND
187)	Montréal, CS de	762296	SAINT-ANTOINE-MARIE-CLARET	762051	ÉCOLE ST-ANTOINE-MARIE-CLARET
188)	Montréal, CS de	762298	SAINT-GABRIEL-LALEMANT	762084	ÉCOLE SAINT-GABRIEL-LALEMANT
189)	Montréal, CS de	762299	SAINT-GREGOIRE-LE-GRAND	762076	ÉCOLE SAINT-GREGOIRE-LE-GRAND
190)	Montréal, CS de	762300	JEANNE LEBER	762131	ÉCOLE JEANNE-LEBER
191)	Montréal, CS de	762309	SAINT-BERNARDIN	762061	ÉCOLE SAINT-BERNARDIN
192)	Montréal, CS de	762311	SAINT-EMILE	762048	ÉCOLE SAINT-EMILE
193)	Montréal, CS de	762313	GADBOIS ET EXTENSION	762036	ÉCOLE SAINT-NOEL-CHABANEL
				762201	ÉCOLE GADBOIS
194)	Montréal, CS de	762314	LA VERENDRYE	762005	ÉCOLE LA VERENDRYE
195)	Montréal, CS de	762320	SAINTE-LUCIE	762054	ÉCOLE SAINTE-LUCIE
196)	Montréal, CS de	762326	N -D -PERPETUEL-SECOURS,REG 1	762164	ÉCOLE N.-D.-DU-PERP.-SECOURS
197)	Montréal, CS de	762330	FERNAND-SEGUIN, ANNEXE	762101	ÉCOLE FERNAND-SEGUIN
198)	Montréal, CS de	762333	MARIE-RIVIER, ANNEXE	762059	ÉCOLE MARIE-RIVIER
199)	Montréal, CS de	762338	SAINT-DONAT	762014	ÉCOLE SAINT-DONAT
200)	Montréal, CS de	762341	SAINT-SIMON-APOTRE	762120	ÉCOLE SAINT-SIMON-APOTRE
201)	Montréal, CS de	762343	VICTOR-DORE	762205	ÉCOLE VICTOR-DORE
202)	Montréal, CS de	762348	MARIE-RIVIER	762059	ÉCOLE MARIE-RIVIER
203)	Montréal, CS de	762360	ELAN	762081	ÉCOLE ELAN
204)	Montréal, CS de	762365	SAINTE-JEANNE-D'ARC	762035	ÉCOLE SAINTE-JEANNE-D'ARC
205)	Montréal, CS de	762385	SAINTE-LOUISE-DE-MARILLAC	762010	ÉCOLE STE-LOUISE-DE-MARILLAC
206)	Montréal, CS de	762390	SAINTE-ODILE	762146	ÉCOLE SAINTE-ODILE
207)	Montréal, CS de	762398	MONTCALM	762055	ÉCOLE MONTCALM
208)	Montréal, CS de	762404	BARTHELEMY-VIMONT	762124	ÉCOLE BARTHELEMY-VIMONT
209)	Montréal, CS de	762409	SAINTE-BERNADETTE-SOUBIROUS	762043	ÉCOLE STE-BERNADETTE-SOUBIROUS
210)	Montréal, CS de	762410	SANS-FRONTIERES	762056	ÉCOLE SANS-FRONTIERES
211)	Montréal, CS de	762412	SAINT-DAMASE	762039	ÉCOLE SAINT-DAMASE
212)	Montréal, CS de	762496	PHILIPPE-LABARRE	762001	ÉCOLE PHILIPPE-LABARRE

	Name of S.B.	Building code	Name of building	School code	Name of school
213)	Montréal, CS de	762498	LUDGER DUVERNAY	762140	ÉCOLE LUDGER-DUVERNAY
214)	Montréal, CS de	762802	MAITRISE PETITS-CHANTEURS MT-R	762142	ÉCOLE NOTRE-DAME-DES-NEIGES
215)	Montréal, CS de	887026	DES NATIONS	762152	ÉCOLE DES NATIONS
216)	Marguerite-Bourgeoys, CS	763002	ALGONQUIN	763002	ÉCOLE ALGONQUIN
217)	Marguerite-Bourgeoys, CS	763003	AQUARELLE	763003	ÉCOLE AQUARELLE
218)	Marguerite-Bourgeoys, CS	763005	BOIS-FRANC	763005	ÉCOLE BOIS-FRANC
219)	Marguerite-Bourgeoys, CS	763006	CARDINAL LEGER-JONATHAN	763006	ÉCOLE CARDINAL-LEGER
220)	Marguerite-Bourgeoys, CS	763007	EDOUARD LAURIN	763007	ÉCOLE EDOUARD-LAURIN
221)	Marguerite-Bourgeoys, CS	763008	ENFANT-SOLEIL	763008	ÉCOLE ENFANT-SOLEIL
222)	Marguerite-Bourgeoys, CS	763009	GUY DRUMMOND	763009	ÉCOLE GUY-DRUMMOND
223)	Marguerite-Bourgeoys, CS	763010	HEBERT	763010	ÉCOLE HEBERT
224)	Marguerite-Bourgeoys, CS	763011	HENRI BEAULIEU	763011	ÉCOLE HENRI-BEAULIEU
225)	Marguerite-Bourgeoys, CS	763014	LAURENTIDE	763014	ÉCOLE LAURENTIDE
226)	Marguerite-Bourgeoys, CS	763019	WESTMINSTER	763019	ÉCOLE WESTMINSTER
227)	Marguerite-Bourgeoys, CS	763031	CHANOINE JOSEPH THEORET	763100	ÉCOLE CHANOINE-JOSEPH-THEORET
228)	Marguerite-Bourgeoys, CS	763032	DES RAPIDES DE LACHINE	763101	ÉCOLE DES RAPIDES-DE-LACHINE
229)	Marguerite-Bourgeoys, CS	763033	DU-GRAND-HERON	763102	ÉCOLE DU-GRAND-HERON
230)	Marguerite-Bourgeoys, CS	763034	HENRI FOREST	763103	ÉCOLE HENRI-FOREST
231)	Marguerite-Bourgeoys, CS	763036	JARDIN DES SAINTS-ANGES	763105	ÉCOLE JARDIN-DES-SAINTS-ANGES
232)	Marguerite-Bourgeoys, CS	763037	LAURENDEAU DUNTON FRANCAIS	763106	ÉCOLE LAURENDEAU-DUNTON
233)	Marguerite-Bourgeoys, CS	763038	LAURIER MACDONALD	763107	ÉCOLE LAURIER-MACDONALD
234)	Marguerite-Bourgeoys, CS	763039	LEVIS SAUVE	763108	ÉCOLE LEVIS-SAUVE
235)	Marguerite-Bourgeoys, CS	763040	MARTIN	763109	ÉCOLE MARTIN-BELANGER
236)	Marguerite-Bourgeoys, CS	763041	NOTRE-DAME-DE-LA-GARDE	763110	ÉCOLE NOTRE-DAME-DE-LA-GARDE
237)	Marguerite-Bourgeoys, CS	763042	NOTRE-DAME-DE-LA-PAIX	763111	ÉCOLE NOTRE-DAME-DE-LA-PAIX
238)	Marguerite-Bourgeoys, CS	763043	NOTRE-DAME-DE-LOURDES	763112	ÉCOLE NOTRE-DAME-DE-LOURDES
239)	Marguerite-Bourgeoys, CS	763045	NOTRE-DAME-DES-SEPT-DOULEURS	763114	ÉCOLE N.-D.-DES-SEPT-DOULEURS
240)	Marguerite-Bourgeoys, CS	763046	PAUL JARRY	763115	ÉCOLE PAUL-JARRY
241)	Marguerite-Bourgeoys, CS	763047	PHILIPPE MORIN	763116	ÉCOLE PHILIPPE-MORIN
242)	Marguerite-Bourgeoys, CS	763048	SAINTE-CATHERINE LABOURE	763117	ÉCOLE SAINTE-CATHERINE-LABOURE
243)	Marguerite-Bourgeoys, CS	763049	SAINTE-GENEVIEVE	763118	ÉCOLE SAINTE-GENEVIEVE

	Name of S.B.	Building code	Name of building	School code	Name of school
244)	Marguerite-Bourgeoys, CS	763050	TRES SAINT-SACREMENT	763120	ÉCOLE TRES-SAINT-SACREMENT
245)	Marguerite-Bourgeoys, CS	763067	HARFANG-DES-NEIGES (P LAUZON)	763204	ÉCOLE HARFANG-DES-NEIGES
246)	Marguerite-Bourgeoys, CS	763068	HARFANG-DES-NEIGES, PAV GOUIN	763204	ÉCOLE HARFANG-DES-NEIGES
247)	Marguerite-Bourgeoys, CS	763076	PERCE-NEIGE	763213	ÉCOLE PERCE-NEIGE
248)	Marguerite-Bourgeoys, CS	763095	BELANGER	763109	ÉCOLE MARTIN-BELANGER
249)	Marguerite-Bourgeoys, CS	763106	NOTRE-DAME-DE-LA-GARDE ANNEXE1	763110	ÉCOLE NOTRE-DAME-DE-LA-GARDE
250)	Marguerite-Bourgeoys, CS	763107	NOTRE-DAME-DE-LA-GARDE ANNEXE2	763110	ÉCOLE NOTRE-DAME-DE-LA-GARDE
251)	Marguerite-Bourgeoys, CS	888048	TERRE DES JEUNES	763119	ÉCOLE TERRE-DES-JEUNES
252)	Draveurs, CS des	771071	LE TRIOLET EDIFICE ST-ANTOINE	771010	ÉCOLE LE TRIOLET
253)	Draveurs, CS des	771072	LE TRIOLET ED STE-BERNADETTE	771010	ÉCOLE LE TRIOLET
254)	Draveurs, CS des	771073	LE TRIOLET ED MAT LEBLANC	771010	ÉCOLE LE TRIOLET
255)	Draveurs, CS des	771077	PARC-ÉCOLE RENAUD	771013	PARC-ÉCOLE RENAUD
256)	Draveurs, CS des	771078	ST-ROSAIRE EDIFICE MGR LEMIEUX	771012	ÉCOLE SAINT-ROSAIRE
257)	Draveurs, CS des	771079	ST-ROSAIRE EDIFICE ST-ROSAIRE	771012	ÉCOLE SAINT-ROSAIRE
258)	Draveurs, CS des	771080	ST-ROSAIRE EDIFICE MAT PAQUIN	771012	ÉCOLE SAINT-ROSAIRE
259)	Draveurs, CS des	771094	SAINT-JUDE	771004	ÉCOLE LAVIGNE
260)	Draveurs, CS des	771219	LE COTEAU	771002	ÉCOLE LE COTEAU
261)	Portages-de-l'Outaouais, CS des	772100	NOTRE-DAME	772017	ÉCOLE NOTRE-DAME
262)	Portages-de-l'Outaouais, CS des	772120	SAINT-PAUL	772013	ÉCOLE SAINT-PAUL
263)	Portages-de-l'Outaouais, CS des	772122	SAINT-REDEMPTEUR	772019	ÉCOLE SAINT-REDEMPTEUR
264)	Portages-de-l'Outaouais, CS des	772125	JEAN-DE-BREBEUF	772005	ÉCOLE JEAN-DE-BREBEUF
265)	Portages-de-l'Outaouais, CS des	772132	PARC-DE-LA-MONTAGNE	772015	ÉCOLE PARC-DE-LA-MONTAGNE
266)	Hauts-Bois-de-l'Outaouais, CS des	774005	LAVAL	774004	ÉCOLE DE LA TREFLIERE
267)	Hauts-Bois-de-l'Outaouais, CS des	774006	NOTRE-DAME-DE-GRACE	774003	COEUR-DE-LA-GATINEAU
268)	Hauts-Bois-de-l'Outaouais, CS des	774009	SAINTE-CROIX	774004	ÉCOLE DE LA TREFLIERE
269)	Rouyn-Noranda, CS de	782002	IMMACULEE-CONCEPTION	782002	ÉCOLE IMMACULEE-CONCEPTION
270)	Rouyn-Noranda, CS de	782006	MGR PELLETIER	782002	ÉCOLE IMMACULEE-CONCEPTION
271)	Estuaire, CS de l'	791068	SAINT-LUC	791068	ÉCOLE SAINT-LUC
272)	Chic-Chocs, CS des	812001	DE L'ESCABELLE	812001	ÉCOLE L'ESCABELLE
273)	Chic-Chocs, CS des	812002	SAINT-NORBERT	812001	ÉCOLE L'ESCABELLE
274)	Chic-Chocs, CS des	812005	DE L'ANSE	812005	ÉCOLE SAINT-JOSEPH

	Name of S.B.	Building code	Name of building	School code	Name of school
275)	Chic-Chocs, CS des	812006	GABRIEL-LE COURTOIS	812006	ÉCOLE GABRIEL-LE-COURTOIS
276)	Chic-Chocs, CS des	812009	DES BOIS-ET-MAREES	812009	ÉCOLE BOIS ET MAREES
277)	Chic-Chocs, CS des	812013	NOTRE-DAME-DES-NEIGES	812013	ÉCOLE NOTRE-DAME-DES-NEIGES
278)	Chic-Chocs, CS des	812015	SAINT-MAXIME	812015	ÉCOLE SAINT-MAXIME
279)	Chic-Chocs, CS des	812017	SAINT-ANTOINE	812017	ÉCOLE SAINT-ANTOINE
280)	Chic-Chocs, CS des	812021	DES PROSPECTEURS	812021	ÉCOLE DES PROSPECTEURS
281)	René-Lévesque, CS	813002	SAINT-MICHEL	813002	ÉCOLE SAINT-MICHEL
282)	René-Lévesque, CS	813003	COUVENT DE L'ASSOMPTION	813003	ÉCOLE L'ASSOMPTION
283)	René-Lévesque, CS	813004	SAINTE-MARIE	813004	ÉCOLE SAINTE-MARIE
284)	René-Lévesque, CS	813005	COUVENT DU BON-PASTEUR	813005	ÉCOLE BON-PASTEUR
285)	René-Lévesque, CS	813013	SACRE-COEUR	813017	ÉCOLE SACRE-COEUR
286)	René-Lévesque, CS	813014	SAINT-BERNARD	813018	ÉCOLE SAINT-BERNARD
287)	René-Lévesque, CS	813015	LE PHARE	813019	ÉCOLE LE PHARE
288)	L'Amiante, CS de	822008	SAINT-NOM-DE-JESUS	822010	ÉCOLE SAINT-NOM-DE-JESUS
289)	L'Amiante, CS de	822017	SAINTE-BERNADETTE	822014	ÉCOLE SAINTE-BERNADETTE
290)	Laval, CS de	831056	SAINT-CHRISTOPHE	831056	ÉCOLE SAINT-CHRISTOPHE
291)	Laval, CS de	831057	RAYMOND-LABADIE	831057	ÉCOLE RAYMOND-LABADIE
292)	Laval, CS de	831059	SAINT-GERARD	831059	ÉCOLE SAINT-GERARD
293)	Laval, CS de	831060	LE SORBIER, PAV PRESCOLAIRE	831059	ÉCOLE SAINT-GERARD
294)	Laval, CS de	831061	LE FRENE	831059	ÉCOLE SAINT-GERARD
295)	Laval, CS de	831062	SAINTE-CECILE	831062	ÉCOLE SAINTE-CECILE
296)	Laval, CS de	831063	NOTRE-DAME-DE-PONTMAIN	831063	ÉCOLE NOTRE-DAME-DE-PONTMAIN
297)	Laval, CS de	831064	LEON-GUILBAULT	831064	ÉCOLE LEON-GUILBAULT
298)	Laval, CS de	831068	SIMON-VANIER	831068	ÉCOLE SIMON-VANIER
299)	Laval, CS de	831074	SAINT-NORBERT	831074	ÉCOLE SAINT-NORBERT
300)	Laval, CS de	831075	SAINT-PIE X	831075	ÉCOLE SAINT-PIE-X
301)	Laval, CS de	831076	SAINT-PIE X ANNEXE	831075	ÉCOLE SAINT-PIE-X
302)	Laval, CS de	831077	BEAU SEJOUR	831077	ÉCOLE BEAU-SEJOUR
303)	Laval, CS de	831078	MGR LAVAL	831078	ÉCOLE MONSEIGNEUR-LAVAL
304)	Laval, CS de	831082	L'HARMONIE	831082	ÉCOLE L'HARMONIE
305)	Laval, CS de	831083	SAINT-PAUL	831083	ÉCOLE SAINT-PAUL

	Name of S.B.	Building code	Name of building	School code	Name of school
306)	Affluents, CS des	841104	NOTRE-DAME	841104	ÉCOLE NOTRE-DAME
307)	Samares, CS des	842013	REINE-MARIE NO II	842013	ÉC. REINE-MARIE ET SACRE-COEUR
308)	Samares, CS des	842014	REINE-MARIE NO I	842013	ÉC. REINE-MARIE ET SACRE-COEUR
309)	Samares, CS des	842035	GERMAIN CARON	842035	ÉCOLE GERMAIN-CARON
310)	Samares, CS des	842049	SAINT-THEODORE-DE-CHERTSEY	842049	ÉCOLE ST-THEODORE-DE-CHERTSEY
311)	Samares, CS des	842050	DE NOTRE-DAME-DE-LA-MERCI	842050	ÉCOLE NOTRE-DAME-DE-LA-MERCI
312)	Samares, CS des	842051	DE SAINT-EMILE	842050	ÉCOLE NOTRE-DAME-DE-LA-MERCI
313)	Samares, CS des	842058	LOUIS-JOSEPH-MARTEL	842058	ÉCOLE LOUIS-JOSEPH-MARTEL
314)	Samares, CS des	842114	SACRE-COEUR	842013	ÉC. REINE-MARIE ET SACRE-COEUR
315)	Samares, CS des	842123	LA GENTIANE	842058	ÉCOLE LOUIS-JOSEPH-MARTEL
316)	Seigneurie-des-Mille-Îles, CS de la	851021	CURE-PAQUIN	851249	ÉCOLE CURE-PAQUIN
317)	Seigneurie-des-Mille-Îles, CS de la	851040	LIONEL BERTRAND	851271	ÉCOLE LE TANDEM
318)	Seigneurie-des-Mille-Îles, CS de la	851041	ADOLPHE CHAPLEAU	851214	ÉCOLE DU TRAIT-D'UNION
319)	Seigneurie-des-Mille-Îles, CS de la	851042	AUGUSTIN CHARLEBOIS	851271	ÉCOLE LE TANDEM
320)	Seigneurie-des-Mille-Îles, CS de la	851049	SAINT-PIERRE	851217	ÉCOLE SAINT-PIERRE
321)	Seigneurie-des-Mille-Îles, CS de la	851051	MGR PHILIPPE LABELLE	851214	ÉCOLE DU TRAIT-D'UNION
322)	Rivière-du-Nord, CS de la	852038	DE LA DURANTAYE	852001	ÉCOLE DE LA DURANTAYE
323)	Rivière-du-Nord, CS de la	852042	SAINTE-PAULE	852015	ÉCOLE SAINTE-PAULE
324)	Rivière-du-Nord, CS de la	852044	SAINT-JOSEPH	852012	ÉCOLE SAINT-JOSEPH
325)	Rivière-du-Nord, CS de la	852046	NOTRE-DAME	852006	ÉCOLE NOTRE-DAME
326)	Laurentides, CS des	853022	NOTRE-DAME-DE-LOURDES	853004	ÉCOLE SACRE-COEUR
327)	Laurentides, CS des	853023	STE-BERNADETTE	853004	ÉCOLE SACRE-COEUR
328)	Laurentides, CS des	853038	MGR LIONEL-SCHEFFER	853027	ÉCOLE MGR-OVIDE-CHARLEBOIS
329)	Laurentides, CS des	853039	MGR OVIDE CHARLEBOIS	853027	ÉCOLE MGR-OVIDE-CHARLEBOIS
330)	Laurentides, CS des	853041	SAINT-JOSEPH	853019	ÉCOLE SAINT-JOSEPH
331)	Pierre-Neveu, CS	854045	PAVILLON SAINT-FRANCOIS	854006	ÉCOLE LE TRIOLET
332)	Pierre-Neveu, CS	854046	PAVILLON NOTRE-DAME	854006	ÉCOLE LE TRIOLET
333)	Pierre-Neveu, CS	854056	HENRI-BOURASSA	854002	PAVILLON HENRI-BOURASSA
334)	Sorel-Tracy, CS de	861022	MARTEL & CENTRE ADMINISTRATIF	861054	ÉCOLE MARTEL
335)	Saint-Hyacinthe, CS de	862028	LAFONTAINE	862207	ÉCOLE LAFONTAINE
336)	Saint-Hyacinthe, CS de	862031	LAROCQUE	862208	ÉCOLE LAROCQUE

	Name of S.B.	Building code	Name of building	School code	Name of school
337)	Marie-Victorin, CS	864001	ADRIEN-GAMACHE	864001	ÉCOLE ADRIEN-GAMACHE
338)	Marie-Victorin, CS	864005	BOURGEOYS-CHAMPAGNAT	864005	ÉCOLE BOURGEOYS-CHAMPAGNAT
339)	Marie-Victorin, CS	864006	CARILLON	864006	ÉCOLE CARILLON
340)	Marie-Victorin, CS	864009	CHRIST-ROI	864009	ÉCOLE CHRIST-ROI
341)	Marie-Victorin, CS	864010	CURE-LEQUIN	864010	ÉCOLE CURE-LEQUIN
342)	Marie-Victorin, CS	864015	DES QUATRE-VENTS	864015	ÉCOLE DES QUATRE-VENTS
343)	Marie-Victorin, CS	864027	HUBERT-PERRON	864027	ÉCOLE HUBERT-PERRON
344)	Marie-Victorin, CS	864029	JEAN-DE LALANDE	864029	ÉCOLE JEAN-DE LALANDE
345)	Marie-Victorin, CS	864033	LAJEUNESSE	864033	ÉCOLE LAJEUNESSE
346)	Marie-Victorin, CS	864034	DE LA SITTELLE	864034	ÉCOLE DE LA SITTELLE
347)	Marie-Victorin, CS	864038	LIONEL-GROULX	864038	ÉCOLE LIONEL-GROULX
348)	Marie-Victorin, CS	864041	MAURICE-L -DUPLESSIS	864041	ÉCOLE MAURICE-L. DUPLESSIS
349)	Marie-Victorin, CS	864042	MONSEIGNEUR-FORGET	864042	ÉCOLE MONSEIGNEUR-FORGET
350)	Marie-Victorin, CS	864044	PAUL-DE MARICOURT	864044	ÉCOLE PAUL-DE MARICOURT
				864062	ÉCOLE LES PETITS-CASTORS
351)	Marie-Victorin, CS	864053	SAINTE-AGNES	864053	ÉCOLE SAINTE-AGNES
352)	Marie-Victorin, CS	864054	SAINTE-CLAIRE	864054	ÉCOLE SAINTE-CLAIRE
353)	Marie-Victorin, CS	864057	SAMUEL-DE CHAMPLAIN	864057	ÉCOLE SAMUEL-DE CHAMPLAIN
354)	Marie-Victorin, CS	864060	DU TOURNESOL	864060	ÉCOLE DU TOURNESOL
355)	Marie-Victorin, CS	884030	SAINT-LAMBERT	864051	ÉCOLE ST-LAMBERT
356)	Vallée-des-Tisserands, CS de la	868021	SAINT-JOSEPH-ARTISAN	868021	ÉCOLE SAINT-JOSEPH-ARTISAN
357)	Vallée-des-Tisserands, CS de la	868022	LANGLOIS	868022	ÉCOLE LANGLOIS
358)	Vallée-des-Tisserands, CS de la	868024	DOMINIQUE-SAVIO	868024	ÉCOLE DOMINIQUE-SAVIO
359)	Vallée-des-Tisserands, CS de la	868026	SACRE-COEUR	868026	ÉCOLE SACRE-COEUR
360)	Vallée-des-Tisserands, CS de la	868027	SAINT-EUGENE	868027	ÉCOLE SAINT-EUGENE
361)	Chênes, CS des	873052	DUVERNAY	873004	ÉCOLE DUVERNAY
362)	Riverside SB	884019	JEAN-DE-BREBEUF	884019	ST.MARY'S SCHOOL
363)	Sir Wilfrid Laurier SB	885022	CRESTVIEW	885152	CRESTVIEW ELEMENTARY SCHOOL
364)	Sir Wilfrid Laurier SB	885039	JOHN F. KENNEDY	885156	JOHN F. KENNEDY ELEM. SCHOOL
365)	English Montreal SB	762095	HIGH SCHOOL OF MONTREAL	887047	F.A.C.E. SCHOOL
366)	English Montreal SB	887002	EDWARD MURPHY	887009	EDWARD MURPHY SCHOOL

	Name of S.B.	Building code	Name of building	School code	Name of school
367)	English Montreal SB	887003	EMILY CARR	887011	EMILY CARR SCHOOL
368)	English Montreal SB	887005	FRANCESCA CABRINI, REGROUPE 8	887012	FRANCESCA-CABRINI SCHOOL
369)	English Montreal SB	887007	GERALD MCSHANE ET PREFABRIQUE	887015	GERALD MCSHANE SCHOOL
370)	English Montreal SB	887008	JOHN CABOTO	887019	JOHN CABOTO SCHOOL
371)	English Montreal SB	887009	DANTE	887005	DANTE SCHOOL
372)	English Montreal SB	887010	HONORE MERCIER	887018	HONORE-MERCIER SCHOOL
373)	English Montreal SB	887011	PIERRE-DE COUBERTIN	887029	PIERRE-DE-COUBERTIN SCHOOL
374)	English Montreal SB	887015	ST DOROTHY'S	887035	ST.DOROTHY SCHOOL
375)	English Montreal SB	887016	ST GABRIEL'S	887036	ST.GABRIEL SCHOOL
376)	English Montreal SB	887018	ST IGNATIUS OF LOYOLA	887034	ST.IGNATIUS OF LOYOLA SCHOOL
377)	English Montreal SB	887020	ST JOHN BOSCO	887037	ST.JOHN BOSCO SCHOOL
378)	English Montreal SB	887023	ST MONICA'S	887039	ST.MONICA SCHOOL
379)	English Montreal SB	887024	ST PATRICK'S	887040	ST.PATRICK SCHOOL
380)	English Montreal SB	887029	BANCROFT	887001	BANCROFT SCHOOL
381)	English Montreal SB	887030	FATHER MCDONALD HIGH SCHOOL	887017	HOLY CROSS SCHOOL
382)	English Montreal SB	887032	FREDERICK BANTING	887013	FREDERICK BANTING SCHOOL
383)	English Montreal SB	887036	CARLYLE	887002	CARLYLE SCHOOL
384)	English Montreal SB	887037	DALKEITH	887004	DALKEITH SCHOOL
385)	English Montreal SB	887040	JOHN XXIII	887020	JOHN XXIII SCHOOL
386)	English Montreal SB	887041	DUNRAE GARDENS	887006	DUNRAE GARDENS SCHOOL
387)	English Montreal SB	887043	HAMPSTEAD	887016	HAMPSTEAD SCHOOL
388)	English Montreal SB	887053	GARDENVIEW	887014	GARDENVIEW SCHOOL
389)	English Montreal SB	887063	MERTON	887023	MERTON SCHOOL
390)	English Montreal SB	887068	NESBITT	887026	NESBITT SCHOOL
391)	English Montreal SB	887070	CEDARCREST	887003	CEDARCREST SCHOOL
392)	English Montreal SB	887075	SINCLAIR LAIRD	887032	SINCLAIR LAIRD SCHOOL
393)	English Montreal SB	887078	SOMERLED	887033	SOMERLED SCHOOL
394)	English Montreal SB	887081	NAZARETH, REGROUPEMENT 2	887025	NAZARETH SCHOOL
395)	English Montreal SB	887084	ROSLYN	887030	ROSLYN SCHOOL
396)	English Montreal SB	887086	ST RAPHAEL	887044	ST. RAPHAEL CENTRE
397)	English Montreal SB	887093	SHADD ACADEMY	887045	CORONATION SCHOOL

	Name of S.B.	Building code	Name of building	School code	Name of school
398)	English Montreal SB	887098	WESTMOUNT PARK	887042	WESTMOUNT PARK SCHOOL
399)	English Montreal SB	887099	OUR LADY OF POMPEI	887027	OUR LADY OF POMPEI SCHOOL
400)	English Montreal SB	887101	WILLINGDON	887043	WILLINGDON SCHOOL
401)	English Montreal SB	887120	ST BRENDAN'S	887031	ST. BRENDAN SCHOOL
402)	English Montreal SB	887173	PARKDALE	887028	PARKDALE SCHOOL
403)	Lester B. Pearson SB	763038	LAURIER MACDONALD	888020	LAURIER MACDONALD SCHOOL
404)	Lester B. Pearson SB	888030	SPRING GARDEN	888026	SPRING GARDEN SCHOOL
405)	Lester B. Pearson SB	888034	LAURENDEAU DUNTON ANGLAIS	888019	LAURENDEAU-DUNTON SCHOOL
406)	Lester B. Pearson SB	888048	TERRE DES JEUNES	888009	CHILDREN'S WORLD ACADEMY
407)	Lester B. Pearson SB	888057	POLY CATH ANGLAISE DE VERDUN	888034	ST. THOMAS MORE SCHOOL
408)	Lester B. Pearson SB	888064	KEITH	888018	KEITH SCHOOL
409)	Lester B. Pearson SB	888065	WOODLAND	888043	WOODLAND SCHOOL
410)	Lester B. Pearson SB	888070	RIVERVIEW	888024	RIVERVIEW SCHOOL
411)	Lester B. Pearson SB	888079	CECIL NEWMAN	888006	CECIL NEWMAN SCHOOL

- Note 1

For the purposes of the 2000-2001 school year, certain schools on this list were recently the subject of decisions concerning a transfer to another school board.
- In these situations, the schools concerned could remain on this list provided that the new student population meets the criteria on which this list was established.
- Note 2

For the purposes of the 2000-2001 school year, in the case where a school not on this list was recently the subject of a decision concerning a transfer to another school board, the following rule applies: this school could be entered on this list provided that the new student population meets the criteria on which this list was established.
- Note 3

Every year, the Minister shall update this list by removing those schools that have been closed under section 212 of the Education Act or whose deed of establishment has been modified to exclude the provision of educational services to kindergarten students (5-year-olds) and elementary school students and, where applicable, to add the schools which could benefit from the measures applicable to the schools situated in economically disadvantaged areas under Appendix XIII of the agreement.

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APPENDIX XV

**COMPENSATION FOR EXCEEDING THE MAXIMUM
NUMBER OF STUDENTS PER GROUP**

A teacher who provides instruction to a group of students whose number exceeds the maximum prescribed in article 8-4.00 and clause 13-15.05 shall be entitled (subject to articles 5-10.00 and 5-13.00) for each excess student, to the amount calculated according to the following formula:

- a) The duration of the teaching shall be calculated by taking into account the number of minutes per month that the teacher has taught each group. The teacher's absences are not counted unless they are for one (1) complete month. The teacher (casual supply teacher, regular teacher or other) who replaces an absent teacher is entitled to compensation only if he or she replaces the absent teacher for a complete month.

$$C = \frac{27 \times N}{\text{Average}} \times D \times \$1.00$$

where:

N equals the number of students in the group in excess of the maximum prescribed for this group in article 8-4.00 weighted according to paragraph c) of this appendix.

Average equals the average determined in article 8-4.00 for this student category.

D equals the teaching time assumed for this student group by the teacher during a given portion of the school calendar. The time reflects the number of hours at the preschool and elementary levels and the number of fifty (50)-minute periods or the equivalent at the secondary level multiplied by the number of teaching days during the school calendar for which such excess situation exists divided by five (5). (Example: 22 periods of 45 min. = 19.8 periods of 50 min.)

- b) The annual compensation to which the teacher is entitled shall be limited to:
- i) \$1 460 for the first student exceeding the maximum prescribed;
 - ii) \$1 825 for the second student exceeding the maximum prescribed;
 - iii) \$2 190 for any other student exceeding the maximum prescribed.
- c) For the purpose of determining the value attributable to each student exceeding the maximum prescribed for his or her group, the board applies the following rule:
- i) the first student exceeding the maximum counts as 1 student;
 - ii) the second student exceeding the maximum counts as 1.25 students;
 - iii) the third student and any additional student count as 1.5 students.

d) 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 during the entire school year.

$$C = \frac{27 \times N}{\text{Average}} \times D \times \$1.00$$

Where N = 5.25	1 st student	=	1
	2 nd student	=	1.25
	3 rd student	=	1.50
	4 th student	=	<u>1.50</u>
			5.25

Average = 30

$D = 5 \times \frac{180}{5}$ if the number of teaching days prescribed in the school calendar is one hundred and eighty (180)

$$C = \frac{27 \times 5.25}{30} \times \frac{5 \times 180}{5} \times 1.00 = \$850.50$$

APPENDIX XVI

ESTABLISHMENT OF 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 CATEGORIES

The maximum number of students in this group shall be established as follows:

- a) the number of students in each category is divided by the maximum number of students per group for this category 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 from one or several different categories of students with handicaps or students with social maladjustments or learning disabilities including, in the calculation, students referred to in subclause 15 of clause 8-4.02.

EXAMPLE:

At the secondary level, a group of eighteen (18) students is made up as follows:

Number of students	Category	Identification	Maximum
10	at-risk students	learning delays	20
5	at-risk students	behavioural difficulties	14
3	severe physical handicaps	severe motor impairments	11

$$\frac{18}{10/20 + 5/14 + 3/11} = 15.93$$

- MAXIMUM: 16
- AVERAGE: 14
- MAXIMUM IS EXCEEDED BY 2

APPENDIX XVII**INDIVIDUALIZED PATHS FOR LEARNING**

An individualized path for learning refers to an instructional approach for the secondary school student who is behind by more than one year in mother tongue and mathematics and who requires particular assistance in the learning of his or her basics.

Depending on how far behind the student is and on the nature of his or her needs, the student may be enrolled in a temporary or continuous individualized path for learning, it being specified that:

- a) a temporary individualized path for learning has as its objective the integration of the student into a regular learning stream leading to a secondary school diploma or a diploma in vocational education;
- b) a continuous individualized path for learning leads to social and vocational integration. The student who is enrolled in a continuous individualized path for learning shall receive, upon completion, an attestation of skills.

APPENDIX XVIII**RESPONSIBILITY ASSUMED FOR THE TEACHING SERVICES OF INSTITUTIONS
UNDER THE JURISDICTION OF THE MINISTÈRE DE LA SANTÉ ET DES
SERVICES SOCIAUX BY ENGLISH-LANGUAGE SCHOOL BOARDS****Section I- General provisions**

- Article 1.** This appendix applies only to full-time pedagogues¹ who were in the employ of an institution under the jurisdiction of the Ministère des Affaires sociales (or, as the case may be, of the Ministère de la Santé et des Services sociaux) at the time of their integration as full-time teachers into the board and who were so integrated on or after July 1, 1977.
- Article 2.** The provisions of this agreement apply to the teachers so integrated as of their integration, subject to the provisions of this appendix.
- Article 3.** The provisions stipulated in this appendix are considered an integral part of this entente and are subject to the grievance and arbitration procedures prescribed in article 9-1.00.

Section II- Particular provisions**Article 4. Tenure**

For the purpose of applying clause 5-3.03, the continuous service as a full-time pedagogue¹ in an institution under the jurisdiction of the Ministère des Affaires sociales (or, as the case may be, of the Ministère de la Santé et des Services sociaux) to which he or she was assigned at the time of his or her integration into the board during at least the school year preceding the school year of the integration shall be considered as constituting continuous service in the board.

Article 5. Union system

The integrated teacher shall be covered by the certificate of certification of the teachers in the employ of the board and shall be represented by the union having certification at the board as of the date of his or her integration.

Article 6. Engagement and security of employment

The full-time pedagogue who was not legally qualified as a teacher shall be considered as having benefited from an engagement tolerance for every consecutive school year during which he or she was in the employ, as a full-time pedagogue, of the institution under the jurisdiction of the Ministère des Affaires sociales (or, as the case may be, of the Ministère de la Santé et des Services sociaux) to which he or she was assigned at the time of his or her integration into the board.

The nonlegally full-time pedagogue¹ in the employ of an institution under the Ministère de la Santé et des Services sociaux whose teaching services are assumed by a board shall obtain a provisional teaching authorization when responsibility for such services is assumed.

¹ Every person employed by an institution under the jurisdiction of the Ministère de la Santé et des Services sociaux whose principal and customary occupation is to teach students.

No provision concerning security of employment or engagement of teachers may prevent the board from integrating the full-time pedagogues referred to in this appendix.

Article 7. Salary insurance plan

At the time of his or her integration, the board shall recognize for the integrated teacher a number of nonredeemable sick-leave days equal to that which the institution recognized for him or her at the time of his or her departure, in accordance with the agreement or the "Working Conditions of Unionizable but Nonunionized Employees in the Social Affairs Sector", if any. Moreover, the board shall recognize as nonredeemable sick-leave days the redeemable sick-leave days that the integrated teacher had in the institution and that he or she chose not to redeem.

At the time of the integration, the integrated teacher shall not be entitled to the benefits of clause 5-10.25 unless he or she did not benefit from a plan that granted him or her a compensation in case of absence from work due to illness or an accident.

Article 8. Remuneration

- a) The board shall recognize for the integrated teacher the years of experience and experience step that the institution recognized for him or her in accordance with the agreement or the "Working Conditions of Unionizable but Nonunionized Employees in the Social Affairs Sector" at the time of his or her integration and every additional year of experience shall be added to the years of experience thus recognized under article 6-4.00.
- b) If, following the application of article 6-5.00, the resulting salary is less than the annual salary to which the integrated teacher was entitled in accordance with the agreement or the "Working Conditions of Unionizable but Nonunionized Employees in the Social Affairs Sector", the teacher shall maintain his or her right to the annual salary applicable to him or her on the last day of employment in the institution concerned until the application of the provisions of article 6-5.00 entails a higher salary for him or her.
- c) Such salary guarantee shall not cover the premiums or supplements which could have been paid to the teacher concerned as a result of the application of the agreement or the "Working Conditions of Unionizable but Nonunionized Employees in the Social Affairs Sector" at the time of his or her integration.
- d) The teacher who assumed, during the last school year in the employ of the institution, a position that entitled him or her to an annual premium, shall continue to receive such a premium provided he or she holds the same position but solely for the annual premium prescribed in Section III of this appendix.

Section III- Annual premium

A4	Article 9.	Annual psychiatric premium applicable to the Douglas Hospital:	
	a)	from July 1, 1998 to the 100 th workday of the 1998-1999 school year:	\$746/year;
	b)	as of the 101 st workday of the 1998-1999 school year:	\$757/year;
	c)	as of the 101 st workday of the 1999-2000 school year:	\$776/year;
	d)	as of the 101 st workday of the 2000-2001 school year:	\$795/year;
	e)	as of the 101 st workday of the 2001-2002 school year and as of the 1 st workday of the 2002-2003 school year:	\$815/year;
	f)	as of the 141 st workday of the 2002-2003 school year:	\$831/year.

A1 **Section IV- Special provisions concerning the teacher’s workload**

Article 10. Notwithstanding subclause a) of clause 8-7.02 and clause 8-7.03, the school principal who assigns a teacher to the activities mentioned in subclauses b), c), d) and e) of clause 8-7.02 shall respect, subject to clauses 8-7.05 and 8-7.06, the maximums indicated for each of the following institutions:

Angrignon School (Douglas Hospital)	23 hours/week
Elizabeth House	20 hours/week
Mackay Centre for Deaf and Crippled Children	21.5 hours/week
Learning Centre of the Montreal Children's Hospital	23 hours/week
Philippe Layton School	23 hours/week
Victoria School (Royal Victoria Hospital)	20 hours/week
Hugesson Hall School	23 hours/week
Mortimer B. Davis School	23 hours/week
Mountainview High School	20 hours/week
Cité des Prairies	20 hours/week
Centre Bourbonnière	20 hours/week
Mountainview-Project Centre	20 hours/week

APPENDIX XIX

ESTABLISHMENT OF THE MAXIMUM NUMBER OF STUDENTS IN A GROUP INTO WHICH STUDENTS WITH HANDICAPS OR STUDENTS WITH SOCIAL MALADJUSTMENTS OR LEARNING DISABILITIES ARE INTEGRATED

For the purpose of calculating the maximum, the board applies a weighting factor to integrated students according to the following formula:

$$F = \frac{MI}{M}$$

where

- F is the weighting factor.
- MI is the maximum prescribed in article 8-4.00 for the group into which the student is integrated.
- M is the maximum prescribed in article 8-4.00 for the category of students with handicaps or students with 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 is not taken into account.

If the product of the number of students thus weighted results in a fraction, the following occurs:

if the fraction is less than 0.5, it is not taken into account; if the fraction is equal to or greater than 0.5, it is rounded off to the next whole number.

This weighting rule applies only to students identified as being handicapped or as having social maladjustments or learning disabilities by the board and is only used for the time during which he or she is identified as such:

Example: two (2) at-risk students at the secondary level are integrated into a general education course with thirty (30) students (before integration).

Maximum of the group into which the two (2) students are integrated is 32

Maximum of the category to which the two students belong is 20

$$\text{Weighting factor} = \frac{32}{20} = 1.6$$

$$\text{Number of students integrated} = 2 \times 1.6 = 3.2 = 3$$

$$\text{Total number of students for the purpose of establishing the maximum of the group} = 30 + 3 = 33$$

In this case, the number of students exceeds the maximum prescribed 32 by one student and the teacher shall therefore be entitled to the compensation prescribed in clause 8-4.04.

APPENDIX XX

STUDENTS WITH HANDICAPS, SOCIAL MALADJUSTMENTS OR LEARNING DISABILITIES

I) INTRODUCTION

For the purpose of applying the agreement, the board shall identify students with handicaps, social maladjustments or learning disabilities according to the following definitions.

II) DEFINITIONS

A2

For the purpose of applying the agreement, the Ministère shall adopt the following categories and definitions.

A) Students with social maladjustments or learning disabilities

A.1 At-risk students

At-risk students are students who require special support measures because they display one or more of the following characteristics:

- are likely to experience difficulties that lead to failure;
- exhibit learning delays;
- have emotional problems;
- have behavioural difficulties;
- have a developmental delay or a mild intellectual handicap.

Identification of the students is not required but evaluation of the needs of these students remains necessary in order to identify the preventive or corrective measures.

At-risk children or students display one or more of the following characteristics:

preschool:

- have frequent discipline problems;
- are isolated, do not mix with other children;
- have an expressive language delay (without a language disorder);
- experience difficulty in following instructions given by an adult;
- experience difficulty in selecting, processing, retaining and using information;
- manifest a delay in awareness of written language and numbers;

- have attention deficits;
- have a developmental delay;
- have behavioural difficulties¹;

elementary:

- experience difficulty attaining the objectives of the Québec Education Program;
- have an expressive language delay (without a language disorder);
- are considered overactive (discipline problems, attention deficit and concentration problems) or underactive (minimal interaction with classmates);
- have learning difficulties or disorders;
- have a mild intellectual handicap;
- have emotional problems;
- have behavioural difficulties;

secondary:

- have an academic delay;
- have learning difficulties or disorders;
- have a mild intellectual handicap;
- have other non-academic difficulties (pregnancy, anorexia, depression, addiction, etc.);
- have emotional problems;
- have missed several classes, without a valid reason;
- have been involved in several incidents related to discipline (suspension, detention, etc.);
- have behavioural difficulties.

Other preschool, elementary and secondary students experience difficulties because they are not proficient in the language of instruction, are not adapted to the host culture, or do not understand the subtleties of the language, despite measures such as welcoming classes or despite having spent time in a regular classroom. They too may need special services.

¹ An at-risk 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 an 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 concentration.

A.2 Students with severe behavioural difficulties

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, observes the following characteristics:

- aggressive or destructive behaviour of an antisocial nature that has manifested itself frequently over several years;
- repetitive and persistent behaviour that significantly violates other students' rights or the social rules appropriate for an age group and which takes the form of verbal or physical aggression, irresponsible behaviour and the constant challenging of authority.

The intensity and frequency of this behaviour are such that special education and systematic supervision are necessary. An evaluation using a standardized behaviour rating scale shows that these students fall at least two (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.

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 the handicapped in the exercise of their rights (R.S.Q., c. E-20.1): "a person limited in the performance of normal activities who is suffering, significantly and permanently, from a physical or mental deficiency, or who regularly uses a prosthesis or an orthopedic device or any other means of palliating his handicap."

For the annual September 30 declaration of enrollments, the categories of students described in this document allow for the recognition as handicapped students who fit the following three conditions:

1. A handicap has been diagnosed by a qualified person.
2. They have disabilities that limit or prevent their participation in educational services.
3. They need support in order to function in a school environment.

The individualized education plan must take into account the diagnoses, which often clarify the origin of the student's limitations and disabilities and also his or her needs and abilities.

Students with multiple handicaps or difficulties should be given the code of the category 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 evaluation of the student's level of functioning must also conclude that the persistence and severity of the disorder prevents the student from accomplishing school tasks normally suggested to other students of the same age and that student services and an adapted pedagogy are required.

A2

1.2.1 Serious language disorders

For the sole purpose of applying article 8-4.00, a language disorder is qualified as serious when it involves pure word deafness, semantic-pragmatic disorder or congenital or developmental aphasia, the evaluation of which, conducted by a multidisciplinary team, reveals severe difficulties in the area of verbal comprehension and major difficulties in the area of verbal expression.

B.2 Students with moderate to profound intellectual handicaps or severe developmental disorders

2.1 Moderate to profound intellectual handicaps

Students with moderate to profound intellectual handicaps are students whose cognitive functions, evaluated by a multidisciplinary team using standardized tests, show a level of general functioning that is clearly below average, as well as impaired adaptive behaviour appearing from the beginning of the development period.

2.1.1 Moderate to severe intellectual handicaps

An intellectual handicap is qualified as "moderate to severe" when an evaluation of the student's level of functioning shows that a student displays:

- limitations in the area of cognitive development restricting the ability to learn with respect to certain objectives of the regular programs of studies and requiring an adapted pedagogy or program;
- limited functional abilities in the area of personal and social autonomy resulting in a need for assistance in new activities or a need for instruction in basic autonomy;
- more or less marked difficulties in sensory, motor and communication development, making adapted intervention necessary in those areas.

An intellectual or development quotient of between 20-25 and 50-55 is usually considered to denote a moderate to severe intellectual handicap. The results of standard cognitive functioning tests can be translated into a development quotient by means of the following formula:

$$\text{development quotient} = \frac{100 \times \text{developmental age}}{\text{chronological age}}$$

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 severe 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;

¹

Diagnostic and Statistical Manual of Mental Disorders

- extreme emotional distress, extreme confusion;
- distortion of reality, delirium and hallucinations;
- marked difficulties in adapting to school life.

The evaluation of the overall functioning of the student must also conclude that the developmental disorders are of such severity that they prevent the student from accomplishing normal tasks, according to age and school environment, without continuous support.

2.4 Atypical disorders

Students with atypical disorders are students whose overall functioning, through an evaluation carried out by a multidisciplinary team of specialists, shows that they have characteristics or limitations that do not correspond to any of the 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 severe physical handicaps

3.1 Severe motor impairments

Students are deemed to have a severe motor impairment when a neuromotor examination, carried out by a medical specialist, indicates one or more nervous, muscular or osteoarticular disorders.

Students are deemed "handicapped by a severe motor impairment" when an evaluation of their level of functioning shows that, even with technical aids, they display one or more of the following characteristics:

- severe functional limitations that may necessitate special training and regular assistance in performing daily activities;
- severe limitations in mobility (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.

A2 III) TRANSITORY MEASURES

A) Definitions of at-risk students exhibiting learning delays

1. Students covered by the new programs as the programs are implemented according to the schedule of the Ministère

At-risk students exhibiting learning delays are students who:

1.1 do not meet the objectives in terms of what is expected of them in the language of instruction or mathematics program during or at the end of the cycle¹;

or

1.2 prior to being covered by the new programs, were identified as having serious learning disabilities: a student is deemed to have serious learning disabilities when an evaluation, carried out by qualified personnel, primarily through long-term observation shows that he or she has specific learning disabilities (without a language disorder) manifested by a developmental delay especially in the area of communication skills that is severe enough to cause him or her to fall behind in school without the help of appropriate support measures;

or

1.3 prior to being covered by the new programs, were identified as having a mild intellectual handicap: a student is deemed to have a mild intellectual handicap when an evaluation of his or her cognitive functioning, carried out by qualified personnel, using standardized tests, shows that his or her level of general functioning is significantly lower than average², a condition which is accompanied by impaired adaptive behaviour gradually appearing during the developmental period. Limitations in cognitive development are manifested by a constant need to rely on concrete thinking and by the fact that the student is falling increasingly behind in the learning that requires symbolic and abstract thinking skills.

Note The identification of a mild intellectual handicap should be exceptionally rare in the first cycle of elementary school.

¹ Definition subject to the evaluation prescribed in Part B).

² A development quotient of between 50-55 and 70-75 is usually considered to denote a mild 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. Students not yet covered by the new programs

At-risk students exhibiting learning delays are students who are deemed to:

Erratum

- 2.1

have mild learning disabilities (minor academic delay) when the summative evaluation of the language of instruction or mathematics program shows that they are significantly behind in terms of what is expected of them, given their abilities and the frame of reference constituted by the majority of students of the same age in the school board. An academic delay exceeding one year in either of these subjects may be deemed significant. This definition applies to elementary school students only;
- or
- 2.2

have serious learning disabilities when the summative evaluation of the language of instruction or mathematics program shows that they are two (2) or more years behind in either of these subjects in terms of what is expected of them, given their abilities and the frame of reference constituted by the majority of students of the same age in the school board (severe academic delay). This definition applies to secondary students only;
- or
- 2.3

have serious learning disabilities when the evaluation carried out by qualified personnel primarily through long-term observation shows that they have specific learning disabilities (without a language disorder) manifested by a developmental delay especially in the area of communication skills that is severe enough to cause them to fall behind in school without the help of appropriate support measures. This definition applies to elementary and secondary school students;
- or
- 2.4

have a mild intellectual handicap when an evaluation of their cognitive functioning, carried out by means of standardized tests administered by qualified personnel, shows that their general cognitive functioning is significantly lower than average¹, a condition which is accompanied by impaired adaptive behaviour gradually appearing during the developmental period. Limitations in cognitive development are manifested by a constant need to rely on concrete thinking and by the fact that the student is falling increasingly behind in the learning that requires symbolic and abstract thinking skills. This definition applies to elementary and secondary school students.

Note The identification of a mild intellectual handicap should be exceptionally rare in the first cycle of elementary school.

¹ A development quotient of between 50-55 and 70-75 is usually considered to denote a mild intellectual handicap. The results of standard cognitive functioning tests can be translated into a development quotient by means of the following formula:

$$\text{development quotient} = \frac{100 \times \text{developmental age}}{\text{chronological age}}$$

B) Evaluation

1. The committee prescribed in Appendix XXXI of the agreement will evaluate the new definition of learning delays found in subparagraph 1.1.
2. Notably, the evaluation will deal with:
 - the application of the definition;
 - the scope of the definition compared to the former definitions of students with mild learning disabilities, serious learning disabilities or mild intellectual handicaps provided for in the 1995-1998 agreement.
3. The committee will report to the parties no later than January 30, 2002.

APPENDIX XXI**SMALL SCHOOLS**

The Ministère de l'Éducation, 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 XXII**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) hours.

APPENDIX XXIII**IMMERSION PROGRAMS IN ENGLISH-LANGUAGE SCHOOL BOARDS**

- a) The Management Negotiating Committee for English-language School Boards (CPNCA) and the Quebec Provincial Association of Teachers (QPAT) shall set up a parity committee composed of two (2) representatives of the employer group and of two (2) representatives of the union group.
- b) The mandate of the committee shall be to find solutions, after analyzing the problems that may arise from the implementation of immersion programs in English-language school boards, designed to reduce the number of regular teachers on availability or to be placed on availability as a result of the implementation of the programs.
- c) The solutions agreed to by the committee may deal notably with the implementation of retraining programs intended for regular teachers affected by the immersion programs as well as the eligibility criteria for the programs and allow for the adaptation of certain working conditions of regular teachers affected by these solutions, where applicable.

The costs ensuing from the solutions retained shall be assumed in accordance with the terms of the agreement concluded between the Quebec English School Boards Association and the Ministère de l'Éducation.

APPENDIX XXIV**HIRING OF ADULT EDUCATION TEACHERS**

The parties agree that, for the purpose of hiring a teacher within the framework of adult education courses, the board shall try, whenever possible, to promote the hiring of a teacher who does not have a full-time position with the board or another employer as long as he or she meets the requirements of the position and of the teaching to be provided as determined by the board.

APPENDIX XXV

PROVINCIAL PARITY COMMITTEE
ON REDUCTION AND RETRAINING MEASURES
FOR THE 2000-2001, 2001-2002 AND 2002-2003 SCHOOL YEARS

- a) The Ministère de l'Éducation, the Quebec English School Boards Association and the Fédération des commissions scolaires du Québec, on the one hand, and the Quebec Provincial Association of Teachers and the Centrale de l'enseignement du Québec, on the other hand, shall set up a parity committee composed of four (4) representatives of the employer group and of four (4) representatives of the union group.
- b) The committee's mandate is to draw up and implement, for the 2000-2001, 2001-2002 and 2002-2003 school years, reduction and retraining measures designed to reduce the number of teachers on availability by favouring those teaching sectors most affected by the new Education Act (R.S.Q., c. I-13.3) and the curriculum reform (subject-time allocation).

The reduction and retraining measures are designed primarily to meet the needs of teachers affected by a change in the teaching they provide:

<u>elementary school</u>	<u>secondary school</u>
- arts education	- knowledge of work world
- physical education	- home economics
- music	- personal and social education
	- introduction to technology
	- moral education
	- religion

The reduction and retraining measures are intended to reduce not only the number of teachers placed on availability but also the number of teachers to be placed on availability following the implementation of the reform.

- c) To carry out its mandate, the committee has a budget of:
 - i) one (1) million dollars for the 2000-2001 school year;
 - ii) one (1) million dollars for the 2001-2002 school year;
 - iii) two (2) million dollars for the 2002-2003 school year.

Any portion of the monetary mass of one (1) million dollars not used or committed for the 2000-2001 school year shall be transferred to the 2001-2002 school year. This also applies to any portion of the monetary mass not used for the 2001-2002 school year which could be transferred to the 2002-2003 school year.

-
- d) As regards the teachers referred to in the second paragraph of subclause b), the committee may, within its budget, promote the intensive retraining of the teachers on availability or to be placed on availability, provided that the retraining may enable them to fill the needs of the school system, while taking into account their specific qualifications, special skills and experience.
- i) A teacher on availability who undergoes an intensive retraining program (at least one year full time) shall:
- receive one hundred (100) percent of his or her salary during the retraining program; the difference between the salary applicable to the teacher on availability and one hundred (100) percent of his or her salary shall be taken from the committee's budget;
 - continue to be covered by clauses 5-3.25 and 5-3.26 as well as subclause b) of clause 5-3.36; unless the committee decides otherwise, the following principle applies: if he or she is recalled or engaged under clause 5-3.25 or 5-3.26 or subclause b) of clause 5-3.36, his or her intensive retraining program shall end, unless the committee decides that he or she may complete it, in which case the obligation to report to his or her employer shall be delayed accordingly.
- ii) A teacher on availability who has completed his or her retraining program on a full-time basis and who cannot be recalled under subclause b) of clause 5-3.26 or who cannot be engaged under clause 5-3.26 shall become mobile in all school boards in the territory served by a regional office of the Ministère, unless the committee decides otherwise.
- iii) Every year, before November 15, each regional office shall inform the Provincial Parity Committee on Reduction and Retraining Measures of the number of relocation requests received and relocations carried out.

APPENDIX XXVI**TEACHERS COVERED BY CHAPTER 11-0.00 (ADULT EDUCATION) OR
CHAPTER 13-0.00 (VOCATIONAL 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) or Chapter 13-0.00 (vocational 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: if the teacher in question cannot, by law, be exempted from the obligation to have a teaching licence, he or she 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 XXVII**LETTER OF INTENT CONCERNING PENSION PLANS****1. LEGISLATIVE AMENDMENTS**

The government shall adopt the necessary orders-in-council and propose to the National Assembly the adoption of the necessary legislative provisions in order to make the amendments prescribed in sections 2, 3 and 6 of this appendix to the Act respecting the Government and Public Employees Retirement Plan (RREGOP); the amendments prescribed in sections 2 and 4 to the Act respecting the Teachers Pension Plan (TPP) and to the Act respecting the Civil Service Superannuation Plan (CSSP) and the amendments prescribed in sections 2 and 5 to the Act respecting the pension plan of certain teachers (PPCT), where applicable.

Unless otherwise indicated, the amendments come into force on January 1, 2000.

2. AMENDMENTS TO RREGOP, THE TPP, THE CSSP AND THE PPCT**2A. Definition of spouse**

The definition of spouse prescribed in RREGOP, the TPP, the CSSP and the PPCT is amended in order to recognize a common-law spouse after one (1) year of cohabitation if:

- . a child was born or is to be born of this relationship; or
- . the spouses jointly adopted a child during their relationship; or
- . one of the spouses has adopted the other's child during their relationship.

2B. Compensation for actuarial reduction

A member of RREGOP, the TPP, the CSSP or the PPCT who is eligible for an actuarially reduced retirement pension when he or she retires may offset all or part of the actuarial reduction by paying the required amounts to CARRA.

The current actuarial principles used to calculate the amount of compensation must be amended so that the benefit create neither actuarial surplus nor deficit in the pension plans.

The new principles and their terms and conditions of application are determined by the RREGOP Pension Committee representing employees who may be unionized. These principles come into force on January 1, 2001 and apply to a person whose retirement date is effective on or after that date.

2C. Exemption from contributions

The period giving a member entitlement to a contribution holiday under section 21 of RREGOP, section 18 of the TPP and section 60 of the CSSP is increased from two to three years within the limits of the tax rules. The pensionable salary recognized is the salary that the employee would have received had he or she remained at work, unless he or she is covered by a salary insurance plan which provides that the insurer shall pay the contributions on a higher pensionable salary.

However, this provision cannot have the effect of extending the employment relationship currently prescribed in the collective agreements. Also, the period of exemption from contributions is extended to three years, even if the employee is no longer eligible for the salary insurance benefits during that period.

A member who is declared disabled at the end of the 24-month contribution holiday is presumed disabled for a third year for contribution exemption purposes, unless he or she resumes pension plan contributions when he or she returns to work, dies or retires before the expiry of that period.

This new provision applies to a disabled member whose exemption period began on or after January 1, 1998.

2D. Members suffering from a disability within the meaning of section 93 of the Act respecting industrial accidents and occupational diseases

The parties agree to mandate the RREGOP Pension Committee representing employees who may be unionized to adopt measures enabling a disabled member, within the meaning of section 93 of the Act respecting industrial accidents and occupational diseases, to continue to participate in his or her pension plan if he or she elected to contribute in accordance with section 116 of the said Act.

3. OTHER AMENDMENTS TO RREGOP

3A. Contribution rate

As of January 1, 1999, the rate of contribution to RREGOP has been set at 6.20%. As the reduced contribution rate could not be applied in 1999, the rate applicable in 2000 and 2001 is 5.35%.

As of January 1, 2002, the contribution rate is 6.20% subject to the actuarial valuation of the plan produced on the data established on December 31, 1999.

Despite the contribution rate in effect on January 1, 1999, a member is not entitled to a reimbursement of contributions to cover the difference in contribution rate between 7.95% and 6.20% for 1999.

3B. Addition of two new permanent eligibility requirements for a retirement pension with no actuarial reduction

- . 60 years of age;
- . 35 years of service.

However, the normal retirement age remains 65 years of age.

3C. Revaluation of certain years of service

The years of service giving entitlement to a pension credit or a paid-up annuity certificate referred to in the fourth paragraph of section 221.1 or credited for eligibility for a retirement pension despite a transfer to a locked-in retirement account (LIRA) are revalued in accordance with the requirements of tax legislation by a life annuity of 1.1% of the average salary for the calculation of the amount of retirement pension per year of service thus credited. The life annuity is transferable to the spouse under the terms and conditions of the plan.

An amount of \$230 will be added to the life annuity for each of the years considered and is payable up to age 65.

The sum of these two benefits is payable on the same date as the retirement pension, reduced actuarially, where applicable, by the same percentage as the annuity and indexed annually to the CPI - 3%.

The revaluation prescribed in the first paragraph is taken into account in estimating the benefit payable to a member who dies or leaves before qualifying for retirement. However, it cannot be granted to a pensioner who returns to work after December 31, 1999 or at another date.

When a member benefits from a revaluation of certain years, the total of the retirement pension, the additional benefits and the pension credits must not exceed the amount of the annuity to which 35 years of credited service entitle him or her. The maximum amount of the revaluation payable is determined under Schedule 1.

The employee who has retired since January 1, 2000 must submit an application for redemption of service before December 31, 2000 if he or she wishes to redeem certain periods of service and have them taken into account. CARRA must take the necessary measures to inform all the RREGOP members who have retired since January 1, 2000 of the deadline in which to submit their application for redemption of service.

3D. Indexation of retirement pensions

For service accrued after December 31, 1999, the retirement pension is indexed annually according to the more advantageous of the following two formulas:

- . the rate of increase of the consumer price index exceeding 3% (CPI - 3%);
- . 50% of the rate of increase of the consumer price index.

If a member has more than 35 years of credited service, the indexation formula applicable to his or her retirement pension must take into account the best years of service for indexation calculation purposes.

3E. Years of service credited for eligibility for retirement purposes

The same service is credited for a member who holds a position at least one day in a calendar year as for a full-time member. This also applies to a person on a leave without salary, even if the leave runs from January 1 to December 31 of one year.

The time thus credited must be time not worked after December 31, 1986.

For the first year and last year of membership in the pension plan or the transfer carried out when membership ceases, the service credited includes the period between the date on which membership began and December 31 of the year in question or between January 1 of the year in question and the date on which employment ended.

When a pensioner returns to work, the eligibility requirements are not revised to take into account any new service for eligibility purposes.

Service credited for eligibility for retirement purposes does not entail a change in the calculation of the average salary for pension calculation purposes.

The years credited for eligibility purposes must not preempt the 3% reduction factor per year applied to a member who does not meet one of the following criteria:

- . 60 years of age;
- . 30 years of service;
- . 80 factor (age + years of service);

without taking into account any period not worked during employment but by adding, where applicable, no more than five years related to an allowed period of temporary absence or reduced salary. In addition, these criteria must be applied to all retiring members.

3F. Deadline

The deadline prescribed in section 87 of the Act respecting the Government and Public Employees Retirement Plan is repealed as of July 1, 2000 by making the necessary changes to section 86.

3G. Powers and duties of the RREGOP Pension Committee representing employees who may be unionized

The Pension Committee may determine the terms and conditions for the implementation of an agreement concluded between the parties, unless these terms and conditions are already prescribed in the agreement. The decisions must respect CARRA's budgetary envelope.

The Pension Committee may submit to the parties a recommendation designed to improve the implementation of pension plans. The recommendation must be approved by a majority vote within each party, if it entails an increase in the cost of the plan or an excess of the CARRA budgetary envelope. In this case, the chairman may not cast a deciding vote.

3H. Supplemental budget item

A specific budget item is created to defray the costs generated by the hiring of resource personnel by the representatives of the members on the RREGOP Pension Committee representing employees who may be unionized to conduct ad hoc studies or mandates. The latter must draw up a list of activities the costs of which may be covered by this budget.

A maximum amount of \$150 000 per year is injected into the specific budget out of account 301 of Fund 01 (Employees' contribution fund for regular service under RREGOP). The unused surplus in one year may be deferred to the following year, but the specific budget must not exceed \$250 000 per year.

Representatives of the members on the RREGOP Audit Committee representing employees who may be unionized are mandated to oversee the application of the rules governing the granting of the amounts allocated and the use of the latter. The use of the amounts must not be exempt from the audit process in effect in the public sector.

Upon invitation of the representatives of the members, the resource personnel hired by the latter to carry out ad hoc studies and mandates may participate in the RREGOP institutional committees representing employees who may be unionized (Pension Committee, Audit Committee or Investment Committee) and on the ad hoc committees set up by the Pension Committee.

3I. Joint requests for studies submitted to CARRA

The parties agree that the costs related to the requests for studies that they formulate jointly to CARRA be taken out of the latter's budget.

4. OTHER AMENDMENTS TO THE TPP AND THE CSSP

4A. Contribution rate

The TPP and the CSSP members shall choose collectively between:

- . a decrease in the contribution rate equal to the decrease in the contribution rate of a RREGOP member

or

- . an annual indexation of their retirement pension accrued after December 31, 1999 according to the more advantageous of the following two formulas:
 - the rate of increase of the consumer price index exceeding 3% (CPI - 3%);
 - 50% of the rate of increase of the consumer price index.

The voting procedures are prescribed in Schedule 2 of this letter of intent.

If members elect to have their contribution rate reduced, the contribution formula in 2000 and in 2001 becomes:

TPP

- . 5.48% up to that portion of the pensionable salary that corresponds to the personal exemption within the meaning of the Act respecting the Québec Pension Plan;
- . 4.68% of that portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of the said Act;
- . 5.48% of that portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the said Act.

CSSP

- . 4.65% up to that portion of the pensionable salary that corresponds to the personal exemption within the meaning of the Act respecting the Québec Pension Plan;
- . 3.85% of that portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of the said Act;
- . 4.65% of that portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the said Act.

As of January 1, 2002, the contribution formula in effect in the year 2002 and the following years is:

TPP

- . 6.33% up to that portion of the pensionable salary that corresponds to the personal exemption within the meaning of the Act respecting the Québec Pension Plan;
- . 5.20% of that portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of the said Act;
- . 6.33% of that portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the said Act.

CSSP

- . 5.50% up to that portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the said Act;
- . 4.37 % of that portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of the said Act;
- . 5.50 % of that portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the said Act.

If a member has more than 35 years of credited service, the indexation formula applicable to his or her retirement pension must take into account the best years of service for indexation calculation purposes.

4B. Fiscal harmonization

The TPP and the CSSP are amended to comply with the tax provisions respecting retirement, particularly, the definition of disability and the minimum pension referred to in section 65 of the TPP and the CSSP.

A supplemental benefits plan guaranteeing the TPP and CSSP members the rights they had prior to the amendments prescribed in the preceding paragraph has been set up.

4C. Redemption of paid training period under the TPP and the CSSP

The TPP and the CSSP are amended to enable members in those plans to have a paid training period recognized for retirement eligibility purposes.

Entitlement to redemption is subject to the same rules, conditions and terms as those prescribed under RREGOP. The accrued benefit is a pension credit equal to that accrued under RREGOP.

The terms and conditions for the implementation of this benefit are determined by the RREGOP Pension Committee representing employees who may be unionized. An employee who has retired since January 1, 2000 must file an application for redemption before December 31, 2000 if he or she wishes to avail himself or herself of this right. CARRA must take the necessary measures to inform those TPP or CSSP members who have retired since January 1, 2000 of the deadline for filing an application for redemption.

The revaluation prescribed in paragraph 3C applies to this benefit, with the necessary changes, and is funded by the government in its entirety.

5. OTHER AMENDMENTS TO THE PPCT

The amendments made to RREGOP, under paragraphs 3A, 3D and 3F, also apply to the PPCT members, including 3C, if pension credits are still payable under RREGOP.

6. FINANCING OF CERTAIN AMENDMENTS TO RREGOP**6A. Revaluation prescribed in 3C of this letter of intent**

- 1- The additional benefits resulting from the years of service giving entitlement to revaluation (1.1% + \$230) are paid out of account 301 of Fund 01 (Employees' contribution fund for regular service under RREGOP). However, the government shall inject the necessary amounts into this fund to cover these additional benefits in excess of 680 million, in dollar value on January 1, 2000.

- 2- Within six months of the filing of the next actuarial valuation prepared under section 174 of the Act respecting the Government and Public Employees Retirement Plan, the actuarial value of the additional benefits accrued on December 31, 1999 is determined on the basis of the principles defined for such actuarial valuation. This actuarial valuation established on December 31, 1999 takes into account the formulas applicable to the years of service giving entitlement to a revaluation. For this purpose, the adjustments to pension buy-back credits and the SPP effective on January 1, 2000 are taken into account.
- 3- The actuarial value of the additional benefits accrued annually in the year 2000 and the following years is determined on January 1 of each year. Each actuarial value takes into account the formulas applicable to the years of service giving entitlement to a revaluation. These values are calculated during the calendar year following the year during which the additional benefits were accrued on the basis of the principles emanating from the most recent actuarial valuation prepared pursuant to section 174 of the Act respecting the Government and Public Employees Retirement Plan, available at the end of the calendar year of the calculation.
- 4- A first transfer from the consolidated revenue fund to account 301 of Fund 01 (Employees' contribution fund for regular service under RREGOP) is required when the total of the actuarial values, accrued with interest on the date of the valuation of the last value, exceeds 680 million dollars accrued with interest on the same date. The transferred amount corresponds to the excess accrued with interest until the date of the transfer. Subsequently, the annual transfer corresponds to the most recent actuarial value accrued with interest until the date of the transfer.
- 5- The interest rates used to amass the initial amount of 680 million dollars and the actuarial values are the rates of return generated by account 301 at the market value of each year.

Where a rate of interest based on the market value is required for an incomplete calendar year, the rates based on the market value of the months released by the CDPQ on the date of the transfer of funds apply. For the remaining period, the rate of interest of the most recent actuarial valuation prepared under section 174 of the Act respecting the Government and Public Employees Retirement Plan for the calendar year concerned applies.

- 6- The actuarial values are determined on the basis of retirement eligibility criteria in effect on January 1, 2000 and according to an actuarial reduction rate of 4%. Any additional retirement eligibility criteria or actuarial reduction must be the object of discussions concerning the partition of additional benefits covered by the revaluation.

6B. Retirement eligibility requirements (prescribed in 3B) and years for eligibility purposes (prescribed in 3E)

- 1- A separate fund is created to temporarily finance the additional benefits resulting from new retirement requirements (60 years of age or 35 years of service) and years of service recognized for eligibility purposes both for regular service and transferred service from the TPP/CSSP to RREGOP. The separate fund, within account 301 of Fund 01 at the CDPQ (Employees' contribution fund for regular service under RREGOP), is subject to the investment policy of the RREGOP Pension Committee representing employees who may be unionized.

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- 2- Employees assume the value of the additional benefits accrued on December 31, 1999 in its entirety. This value is determined on the basis of the actuarial principles used for the valuation on December 31, 1996 prepared pursuant to section 174 of the Act respecting the Government and Public Employees Retirement Plan. This value has been set at 325 million dollars on January 1, 2000. This amount is transferred from account 301 of Fund 01 (Employees' contribution fund for regular service under RREGOP) to the separate fund before December 31, 2000 and bears interest at the rate of return generated by account 301 at the market value between January 1, 2000 and the date of transfer.
 - 3- The government assumes the value of the additional benefits accrued as of January 1, 2000 in its entirety. The government injects into this separate fund an annual contribution equivalent to the value of the additional benefits accrued during the year. This contribution which has been set at 0.224% of the pensionable salaries shall be paid until such time as the discounted value of the contributions on January 1, 2000 at the rates of return generated by account 301 at the market value is equal to 325 million dollars.
 - 4- By each injecting 325 million dollars into the separate fund, RREGOP members and the government finance, in equal portions, the value of the additional benefits resulting from these amendments. However, the payment of benefits including those assumed by the fund are made under the terms and conditions of section 130 of the Act respecting the Government and Public Employees Retirement Plan.

In order to ensure that subsequent transfers prescribed in paragraph 5 are made in equal portions, the following initial transfers (value on January 1, 2000) are payable between now and December 31, 2000:

- . *for transferred service*: a transfer from the separate fund to the consolidated fund of the value of the additional benefits ensuing from the amendments, namely 10.6 million dollars;
- . *for regular service*: a transfer from the separate fund to account 309 (Employer contributory fund) of $\frac{2}{12}$ ($\frac{7}{12} - \frac{5}{12}$) of the value of the additional benefits ensuing from the regular service before July 1, 1982, namely 12.1 million dollars.

Each of the initial transfers bears interest at the rate of return generated by account 301 at the market value between January 1, 2000 and the date of the transfer.

- 5- Once every three years, namely, on the date of each actuarial valuation prescribed in section 174 of the Act respecting the Government and Public Employees Retirement Plan, a transfer is made from the separate fund to account 301 and account 309 of Fund 01 (Employees' contribution fund for regular service under RREGOP). The amount transferred to each of these two funds is equal to half of the actuarial value of the difference for pensioners during the last three years between the pension paid according to the new terms and conditions and that which would have been paid under the former terms and conditions. The actuarial value of each of the differences is accrued at the rate of return generated by account 301 to the market value between the date of retirement of each of the pensioners of the last three years and the date of transfer of the fund.

The transfers must not apply to the benefits deriving from the initial transfers described in paragraph 4. The benefits deriving from the transferred service have already been regulated by the initial transfer of 10.6 million dollars while those concerning the $\frac{2}{12}$, before July 1982, were regulated by the initial transfer of 12.1 million dollars.

The actuarial value is determined on the basis of the principles of the most recent actuarial valuation prepared pursuant to section 174 of the Act respecting the Government and Public Employees Retirement Plan, available at the time of the transfer (e.g. that on December 31, 1999 for the transfer to be carried out on December 31, 2002).

- 6- Where a rate of interest based on the market value is required for an incomplete calendar year, the rates based on the market value of the months released by the CDPQ on the date of the transfer of the fund apply; for the remaining period, the rate of interest of the most recent actuarial valuation prepared pursuant to section 174 of the Act respecting the Government and Public Employees Retirement Plan for the calendar year concerned applies.
- 7- Where the total of the annual government contributions attains 325 million dollars (discounted value on January 1, 2000, according to the rates of return generated by account 301 at the market value), the government ceases to contribute to the separate fund. The balance of the separate fund on that date is then transferred, in equal proportions, to account 301 and account 309 of Fund 01 (Employees' contribution fund for regular service under RREGOP).
- 8- As of the date on which the separate fund is liquidated, the additional benefits deriving from the new retirement requirements (60 years of age or 35 years of service) and the years of service credited for eligibility purposes accrued after that date shall be assumed in accordance with the RREGOP provisions.

7. GRADUAL RETIREMENT

The parties shall mandate the RREGOP Pension Committee to set up an ad hoc committee composed of representatives of the government and of the unions to pursue the work already begun with respect to gradual retirement, the results of which are contained in a report dated February 1993.

The committee shall reexamine and complete the portion of the study dealing with the working conditions of pensioners who would avail themselves of such a program and shall analyze the tax problems related to gradual retirement. Moreover, it must analyze the amendments that must be made to the TPP, the CSSP and RREGOP resulting from the implementation of a program concerning gradual retirement and progressive retirement and designed to simplify the pension plans.

While taking into account its available resources, CARRA may be required to update certain data as determined by the committee. The Pension Committee shall receive the report and recommendations of the ad hoc committee and shall submit them to the parties, if need be.

8. RETURN TO WORK BY PENSIONERS

The parties shall mandate the RREGOP Pension Committee representing employees who may be unionized to set up an ad hoc committee composed of representatives of the government and the unions to:

- . define rules for harmonizing the terms and conditions governing the return to work by pensioners under RREGOP, the TPP and the CSSP so as to better inform members and pensioners as well as to facilitate the administration by CARRA and the employers;
- . introduce, if possible, one or more measures designed to limit the return to work by those persons who have retired, subject to the terms and conditions to be agreed upon in accordance with the gradual retirement program.

The Pension Committee shall receive the report and recommendations of the ad hoc committee and shall submit them to the parties, if need be.

9. NONDISCRIMINATION OF FRINGE BENEFITS

The parties shall mandate the RREGOP Pension Committee representing employees who may be unionized to set up an ad hoc committee composed of government and union representatives whose mandate is to make recommendations on the nondiscrimination of fringe benefits based on the recommendations of the ad hoc committee's report on the nondiscrimination of fringe benefits produced in April 1992.

Moreover, the parties agree that any amendment to the laws, where applicable, may not have the effect of increasing the cost of the plans.

10. RIGHT OF REDEMPTION

The parties shall mandate the RREGOP Pension Committee representing employees who may be unionized to review the terms and conditions of redemption such as the possibility of increasing rights, simplifying redemption rules, establishing reasonable rates, etc.

11. AMENDMENTS TO PENSION PLANS

Subject to the amendments prescribed herein, during the term of the agreement, no amendment to RREGOP, the TPP, the CSSP or the PPCT may make the provisions of the plan less favourable for members, unless there is an agreement between the negotiating parties to this effect.

No amendment shall be made to the method of financing nor to the financial commitments unless the negotiating parties so agree.

In addition, no part of this letter of intent may be interpreted as an admission on the part of the parties of their respective expectations concerning the government's obligations with respect to RREGOP.

SCHEDULE 1

FORMULAS APPLICABLE TO THE REVALUATION OF CERTAIN YEARS OF SERVICE

A- Initial benefit for a member opting for retirement before 65 years of age

The total amount of the revaluation prescribed in section 3C is equal to the lesser of:

$$\text{Amount 1: } (F \times N_L \times 2.0\% \times TM) - CR_{RR}$$

$$\text{Amount 2: } F \times N \times (1.1\% \times TM + \$230)$$

The total amount is divided into two parts:

1- The first part is a life annuity equal to the lesser of:

$$\text{Amount 3: } [F \times N_L \times [(2.0\% \times TM) - (0.7\% \times \text{minimum}(TM, MPE))]] - CR_{RR}$$

$$\text{Amount 4: } F \times N \times 1.1\% \times TM$$

2- The second part is a benefit payable up to 65 years of age equal to the difference between the total of the revaluation (minimum between amounts 1 and 2) and the life annuity (minimum between amounts 3 and 4).

These amounts are determined at the time of retirement and indexed to the CPI - 3% as of that date.

B- Initial benefit for a member opting for retirement after 65 years of age

Only the life annuity is payable and corresponds to the lesser of amounts 3 and 4.

Where:

N: Number of years of service giving entitlement to a revaluation (1.1% + \$230)

N_L : Minimum between:
 . N and
 . 35 minus the number of years of service used for calculation purposes (regular, transferred, transfer agreements)

TM: Average salary for the calculation of a pension

MPE: Average maximum pensionable earnings for the calculation of the pension integration

CR_{RR} : Pension credit payable taking into account the revaluation including surplus funds (redemptions and SPP) up to the retirement date and applicable actuarial reduction according to the provisions of the respective pension credits (where applicable). If it involves years of service recognized for eligibility purposes despite a transfer in a LIRA, the pension credit attributed shall be determined according to the conditions prescribed in point D.

F: 1 minus the % of actuarial reduction applicable to the basic pension

C- Accrued benefits

Notwithstanding the application of the preceding formulas, a member shall retain at least his or her pension benefits accrued under the pension credits without applying this revaluation.

D- Application of formulas

The formulas are applied collectively to all pension credits:

- . those redeemed;
- . those deriving from transfers of the SPP;
- . those deriving from certain transfer agreements;
- . those payable by an insurer and deriving from service credited for eligibility to RREGOP (paid-up annuity certificate).

These formulas are also applied to the period or periods of maternity leave credited under the fourth paragraph of section 221.1 of RREGOP as well as for the years of service credited for eligibility purposes, despite a transfer in a LIRA.

Moreover, the following elements must be taken into consideration:

- . if the actuarial reduction is compensated in whole or in part, the compensation is not counted for purposes of applying the formulas;
- . a paid-up annuity certificate should be payable as of the date of retirement and an actuarial reduction of 6% per year for the period between that date and the pensioner’s 65th birthday is applied. For the purposes of applying the formulas, the amount used is that indicated in the statement of contributions;
- . in the case of years of service credited for eligibility purposes, regardless of a transfer in a LIRA, a value must be attributed to the pension credit payable as of a member’s 65th birthday for the purposes of applying the formulas. The pension credit attributed corresponds to the actuarial value equivalent to the balance accrued in the participant’s LIRA on the date of the integration of the SPP with RREGOP. To do this, a member must forward an attestation from the financial institution of the balance of the LIRA related to the SPP that could be transferred. The value of the attributed pension credit is calculated as follows:

$$\frac{((\text{balance of LIRA on date of integration}) \times (5))}{(\text{current value of an annual pension credit of \$10 payable monthly as of age 65 under Schedule V of the Act respecting the Government and Public Employees Retirement Plan according to the individual’s age on the date of integration of the SPP with RREGOP})}$$

The same revaluation rates are applied to the value of the pension credit attributed as the credits of pension redemption between the date of integration and the participant’s date of retirement.

Moreover, an actuarial reduction determined under the terms and conditions for the redemption of pension credit for the period between the date of retirement and the pensioner’s 65th birthday applies to the pension credit attributed for the purposes of applying the formulas.

Lastly, if a member decides to defer the payment of his or her pension credit, the formulas are applied as if it were payable as of the date of retirement.

SCHEDULE 2**VOTING PROCEDURES FOR THE TPP AND CSSP MEMBERS**

The negotiating parties shall mandate CARRA to hold a vote. On April 15, 2000, CARRA shall forward ballots to active TPP or CSSP members on January 1, 2000. CARRA shall collect the ballots, compile the results in the presence of representatives of the negotiating parties and report to the RREGOP Pension Committee representing employees who may be unionized.

Ballots are numbered and differ in colour depending on whether an employee is a TPP or CSSP member. A pre-stamped return envelope in the same colour as the ballot will also be included.

A separate vote is held for each plan.

The unions, associations of management staff or departments of human resources shall inform the members as regards employees who may be unionized.

CARRA must refer an employee requesting information to his or her union, association of management staff or human resources department if the employee is not unionized.

Voting results must be made known before May 15, 2000.

CARRA shall inform the TPP and CSSP members of the voting results.

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APPENDIX XXVIII

FEMINIZATION OF TEXTS

The rules for a nonsexist style of writing apply to the French text only.

APPENDIX XXIX**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 de l'Éducation, 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 XXX**AGREEMENT CONCLUDED BETWEEN, ON THE ONE HAND, THE GOVERNMENT OF QUÉBEC AND, ON THE OTHER HAND, THE CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC (CEQ) REPRESENTING THE TEACHING PERSONNEL OF ENGLISH-LANGUAGE SCHOOL BOARDS (QPAT) AND FRENCH-LANGUAGE SCHOOL BOARDS (FSE)**

Considering the adoption of the Pay Equity Act;

Considering that the government has submitted a report, on November 20, 1998, to the Commission de l'équité salariale on the government pay relativity plan pursuant to Chapter IX of the Pay Equity Act;

Considering that, in the report, the government intends to complete its pay relativity plan, for all jobs not yet evaluated, particularly the jobs of teachers by the deadlines prescribed by law;

Considering that the report is presently being studied by the Commission de l'équité salariale which must determine whether the plan is deemed as being consistent with the law;

Considering that the Commission will no doubt render its decision by the summer of 2001;

Considering that the parties intend to work together to achieve pay equity;

Considering that the Centrale de l'enseignement du Québec (CEQ) submitted comments and observations to the Commission de l'équité salariale;

Considering that the law obliges the parties to maintain pay equity in the public and parapublic sectors;

Considering that the CEQ and the government have worked together, since 1992, to determine the relative value and ranking of the jobs of teachers;

Considering that no agreement ensued from the parties' study with regard to the identification of the teaching jobs and their value;

Considering the dispute concerning the issue of the annual working time;

Considering that the pay adjustment does not constitute, for the CEQ, admission with respect to the resolution of the issue of pay relativity and equity;

Considering that the parties agree to pursue the work on the evaluation of positions and the annual working time required to perform quality work;

Considering the position expressed by the CEQ in terms of the retroactivity date;

The parties agree as follows:

SECTION I**Salary adjustment****1. Definitions****1.1 Definitions**

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

1.1.1 Present school board

School board in existence since July 1, 1998.

1.1.2 Former school board

School board which existed prior to July 1, 1998.

1.1.3 Category

One of the categories defined in clause 6-2.01 of the 1995-1998 collective agreement.

2. Field of application**2.1** This agreement applies to every teacher¹ in the employ of an existing or former school board at a given time, as of the 101st workday of the 1995-1996 school year, taking into account the length of his or her services.**3. Adjusted scales****3.1** The salary adjustment begins on the 101st workday of the 1995-1996 school year and is completed on the first workday of the 2001-2002 school year.

For any period before the first workday of the 2001-2002 school year, the adjusted salary scale corresponding to the former categories shall be applied to a teacher.

Notwithstanding subclause d) of clause 6-4.01 of the 1995-1998 collective agreement, the experience acquired in 1996-1997 gives entitlement to an advancement in step to teachers of school boards who were in step 15 in 1996-1997 or who would have been in step 16 had the adjusted scale been applied.

3.2 The adjusted salary scales constitute the scales in effect for the periods in question. The scales are found in Section II.**4. Terms and conditions of integration into the new salary scale on the first workday of the 2001-2002 school year****4.1** Categories 14, 15 and 16 years

A teacher in category 14, 15 or 16 years shall be integrated into the 17 years or less scale in the step corresponding to that he or she had at the time of integration.

¹ Including casual supply teachers, teachers-by-the-lesson and hourly paid teachers.

4.2 Category 17 years

A teacher in category 17 years shall be integrated into the 17 years or less scale in the step corresponding to that he or she had at the time of integration, increased by two (2).

4.3 Category 18 years

A teacher in category 18 years shall be integrated into the 18 years scale in the step corresponding to that he or she had at the time of integration.

4.4 Category 19 years

A teacher in category 19 years shall be integrated into the 19 years scale in the step corresponding to that he or she had at the time of integration.

4.5 Category 20 years

A teacher in category 20 years shall be integrated into the 20 years scale in the step corresponding to that he or she had at the time of integration.

5. **Casual supply teachers - teachers-by-the-lesson - hourly paid teachers**

5.1 For each period concerned, the rates applicable to casual supply teachers are found in Section II.

The remuneration for substitution periods of longer than 60 minutes shall be determined by applying the principles contained in clause 6-7.03 of the collective agreement.

5.2 For each period concerned, the rates applicable to teachers-by-the-lesson are found in Section II.

5.3 For each period concerned, the rate applicable to hourly paid teachers in adult education or vocational education is found in Section II.

6. **Retroactivity**

6.1 A teacher shall be entitled to receive a retroactive payment based on the duration of his or her services equal to the difference between:

- the salary¹ to which he or she would have been entitled for the period between the 101st workday of the 1995-1996 school year and the date of the coming into force of the agreement as a result of the application of the adjusted scales or rates found in Section II;

AND

- the salary¹ he or she should have received for that same period as a result of the application of the scales or rates found in clauses 6-5.05, 6-5.06, 6-5.07, 6-7.02, 6-7.03, 11-1.03 and 13-2.03 of the 1995-1998 collective agreement without taking into account the first paragraph of clause 6-5.11, article 14) of Appendix XL, Appendix XLII and articles 7) and 15) of Appendix XLIII of that same agreement.

¹ Including any amount owing under the terms of the agreement directly or indirectly linked to the salary scales.

7. Recognition of schooling

- 7.1 Beginning on the first workday of the 2001-2002 school year, when a teacher is reclassified to 17 years, he or she shall be entitled to two (2) steps in the salary scale of the 17 years or less scale without exceeding step 17.
- 7.2 Beginning on the first workday of the 2001-2002 school year, a teacher who is reclassified to 16 years or less shall not be entitled to any accelerated advancement in step.
- 7.3 Beginning on the first workday of the 2001-2002 school year, when a teacher is reclassified to 18 years, 19 years or 20 years, based on the 17 years or less scale, he or she shall be assigned the step corresponding to his or her experience recognized under article 6-4.00 of the collective agreement without exceeding step 15.

SECTION II

SALARY SCALES (TRANSITIONAL)

Group	Class	Step	Basic rate	Agreement rate	Rates on 101st day* 1995-1996	Rates on 1st day* 1996-1997	Rates on 101st day* 1996-1997	Rates on 1st day* 1997-1998	Rates on 101st day* 1997-1998	Rates on 1st day* 1998-1999	Rates on 101st day* 1998-1999	Rates on 1st day* 1999-2000	Rates on 101st day* 1999-2000	Rates on 1st day* 2000-2001	Rates on 101st day* 2000-2001
310	14	1	A	A	26 286	26 843	27 111	27 673	27 950	28 518	28 946	29 522	30 260	30 851	31 622
0310	14	2	A	A	27 068	27 678	27 955	28 571	28 856	29 478	29 920	30 551	31 315	31 962	32 761
0310	14	3	A	A	27 872	28 531	28 816	29 482	29 776	30 449	30 905	31 587	32 377	33 077	33 903
0310	14	4	A	A	28 701	29 392	29 686	30 383	30 687	31 391	31 862	32 577	33 391	34 124	34 977
0310	14	5	A	A	29 537	30 264	30 566	31 300	31 612	32 353	32 838	33 590	34 430	35 201	36 081
0310	14	6	A	A	30 392	31 156	31 468	32 240	32 561	33 341	33 841	34 633	35 499	36 310	37 218
0310	14	7	A	A	31 297	32 097	32 418	33 226	33 558	34 374	34 890	35 718	36 611	37 460	38 397
0310	14	8	A	A	32 203	33 045	33 375	34 225	34 567	35 425	35 956	36 828	37 749	38 642	39 608
0310	14	9	A	A	33 165	34 045	34 385	35 274	35 626	36 523	37 071	37 982	38 932	39 866	40 863
0310	14	10	A	A	34 137	35 060	35 410	36 343	36 705	37 646	38 210	39 166	40 146	41 125	42 154
0310	14	11	A	A	35 152	36 118	36 479	37 454	37 827	38 811	39 393	40 392	41 403	42 427	43 488
0310	14	12	A	A	36 200	37 209	37 581	38 600	38 984	40 013	40 613	41 657	42 700	43 770	44 866
0310	14	13	A	A	37 292	38 345	38 728	39 790	40 187	41 259	41 879	42 967	44 043	45 159	46 289
0310	14	14	A	A	38 408	39 507	39 902	41 011	41 420	42 540	43 178	44 315	45 424	46 590	47 756
0310	14	15	A	A	39 555	40 703	41 109	42 268	42 689	43 859	44 517	45 704	46 848	48 065	49 269
0310	14	16	A	A		41 127	41 538	42 911	43 338	44 724	45 396	46 803	47 974	49 417	50 654
0310	14	17	A	A				43 575	44 008	45 618	46 302	47 936	49 136	50 811	52 084

Code 0310 means "regular teachers, full-time teachers or part-time teachers".

* Read "workday of the school year".

"A" means "annual".

SECTION II (cont'd)

SALARY SCALES (TRANSITIONAL)

Group	Class	Step	Basic rate	Agreement rate	Rates on 101st day* 1995-1996	Rates on 1st day* 1996-1997	Rates on 101st day* 1996-1997	Rates on 1st day* 1997-1998	Rates on 101st day* 1997-1998	Rates on 1st day* 1998-1999	Rates on 101st day* 1998-1999	Rates on 1st day* 1999-2000	Rates on 101st day* 1999-2000	Rates on 1st day* 2000-2001	Rates on 101st day* 2000-2001
0310	15	1	A	A	27 897	28 186	28 467	28 758	29 046	29 340	29 780	30 078	30 830	31 136	31 915
0310	15	2	A	A	28 727	29 061	29 351	29 688	29 985	30 324	30 779	31 124	31 902	32 255	33 062
0310	15	3	A	A	29 604	29 975	30 274	30 648	30 954	31 332	31 802	32 185	32 990	33 383	34 217
0310	15	4	A	A	30 459	30 857	31 166	31 567	31 883	32 288	32 772	33 183	34 013	34 435	35 295
0310	15	5	A	A	31 364	31 786	32 103	32 529	32 854	33 285	33 784	34 220	35 076	35 524	36 412
0310	15	6	A	A	32 277	32 727	33 054	33 509	33 843	34 303	34 817	35 283	36 166	36 644	37 560
0310	15	7	A	A	33 240	33 716	34 053	34 534	34 879	35 365	35 895	36 388	37 298	37 804	38 749
0310	15	8	A	A	34 207	34 715	35 062	35 574	35 929	36 447	36 994	37 519	38 457	38 996	39 971
0310	15	9	A	A	35 226	35 763	36 120	36 662	37 028	37 574	38 138	38 693	39 661	40 230	41 236
0310	15	10	A	A	36 284	36 849	37 218	37 788	38 165	38 741	39 323	39 907	40 906	41 505	42 543
0310	15	11	A	A	37 367	37 964	38 343	38 945	39 333	39 941	40 540	41 157	42 186	42 819	43 890
0310	15	12	A	A	38 483	39 111	39 503	40 137	40 537	41 178	41 795	42 445	43 507	44 174	45 280
0310	15	13	A	A	39 618	40 283	40 685	41 357	41 768	42 446	43 082	43 770	44 865	45 570	46 711
0310	15	14	A	A	40 810	41 508	41 923	42 629	43 053	43 765	44 421	45 144	46 274	47 014	48 191
0310	15	15	A	A	42 070	42 798	43 226	43 961	44 399	45 141	45 819	46 572	47 738	48 510	49 725
0310	15	16	A	A		43 223	43 654	44 605	45 048	46 007	46 698	47 671	48 864	49 861	51 110
0310	15	17	A	A				45 268	45 718	46 901	47 604	48 804	50 026	51 256	52 540

Code 0310 means "regular teachers, full-time teachers or part-time teachers".
* Read "workday of the school year".
"A" means "annual".

SECTION II (cont'd)

SALARY SCALES (TRANSITIONAL)

Group	Class	Step	Basic rate	Agreement rate	Rates on 101st day* 1995-1996	Rates on 1st day* 1996-1997	Rates on 101st day* 1996-1997	Rates on 1st day* 1997-1998	Rates on 101st day* 1997-1998	Rates on 1st day* 1998-1999	Rates on 101st day* 1998-1999	Rates on 1st day* 1999-2000	Rates on 101st day* 1999-2000	Rates on 1st day* 2000-2001	Rates on 101st day* 2000-2001
0310	16	1	A	A	29 627	29 627	29 923	29 923	30 222	30 222	30 675	30 675	31 442	31 442	32 228
0310	16	2	A	A	30 530	30 563	30 868	30 901	31 210	31 244	31 712	31 746	32 540	32 574	33 388
0310	16	3	A	A	31 427	31 494	31 809	31 876	32 195	32 262	32 746	32 815	33 635	33 706	34 548
0310	16	4	A	A	32 365	32 445	32 769	32 850	33 178	33 259	33 758	33 841	34 687	34 772	35 641
0310	16	5	A	A	33 311	33 409	33 742	33 841	34 178	34 278	34 792	34 892	35 765	35 868	36 765
0310	16	6	A	A	34 300	34 413	34 758	34 872	35 220	35 335	35 865	35 982	36 882	37 002	37 927
0310	16	7	A	A	35 321	35 450	35 805	35 936	36 294	36 426	36 972	37 106	38 034	38 172	39 126
0310	16	8	A	A	36 385	36 530	36 894	37 041	37 410	37 558	38 121	38 271	39 228	39 381	40 366
0310	16	9	A	A	37 471	37 634	38 010	38 174	38 554	38 720	39 300	39 468	40 455	40 627	41 644
0310	16	10	A	A	38 588	38 769	39 157	39 340	39 732	39 916	40 515	40 702	41 720	41 912	42 961
0310	16	11	A	A	39 726	39 929	40 328	40 533	40 937	41 144	41 761	41 971	43 021	43 236	44 318
0310	16	12	A	A	40 948	41 166	41 577	41 797	42 213	42 435	43 071	43 296	44 379	44 610	45 726
0310	16	13	A	A	42 178	42 416	42 840	43 080	43 509	43 751	44 408	44 654	45 771	46 023	47 175
0310	16	14	A	A	43 457	43 715	44 152	44 411	44 853	45 115	45 792	46 058	47 210	47 483	48 671
0310	16	15	A	A	44 776	45 053	45 504	45 784	46 239	46 521	47 219	47 506	48 695	48 989	50 216
0310	16	16	A	A		45 478	45 932	46 427	46 888	47 387	48 098	48 604	49 821	50 340	51 601
0310	16	17	A	A				47 091	47 558	48 281	49 005	49 738	50 983	51 734	53 030

Code 0310 means "regular teachers, full-time teachers or part-time teachers".

* Read "workday of the school year".

"A" means "annual".

SECTION II (cont'd)

SALARY SCALES (TRANSITIONAL)

Group	Class	Step	Basic rate	Agreement rate	Rates on 101st day* 1995-1996	Rates on 1st day* 1996-1997	Rates on 101st day* 1996-1997	Rates on 1st day* 1997-1998	Rates on 101st day* 1997-1998	Rates on 1st day* 1998-1999	Rates on 101st day* 1998-1999	Rates on 1st day* 1999-2000	Rates on 101st day* 1999-2000	Rates on 1st day* 2000-2001	Rates on 101st day* 2000-2001
0310	17	1	A	A	31 826	31 826	32 144	32 144	32 465	32 465	32 952	32 952	33 776	33 776	34 620
0310	17	2	A	A	32 775	32 786	33 114	33 126	33 457	33 468	33 970	33 982	34 832	34 844	35 715
0310	17	3	A	A	33 727	33 755	34 092	34 121	34 461	34 490	35 007	35 036	35 912	35 942	36 840
0310	17	4	A	A	34 731	34 773	35 120	35 162	35 513	35 555	36 088	36 131	37 034	37 078	38 005
0310	17	5	A	A	35 773	35 827	36 185	36 240	36 602	36 657	37 207	37 263	38 195	38 252	39 209
0310	17	6	A	A	36 840	36 909	37 278	37 347	37 720	37 790	38 357	38 428	39 389	39 462	40 449
0310	17	7	A	A	37 938	38 023	38 403	38 489	38 872	38 958	39 542	39 629	40 621	40 710	41 728
0310	17	8	A	A	39 056	39 159	39 551	39 655	40 050	40 155	40 757	40 864	41 886	41 995	43 046
0310	17	9	A	A	40 230	40 349	40 752	40 873	41 280	41 401	42 022	42 145	43 199	43 325	44 409
0310	17	10	A	A	41 472	41 602	42 018	42 149	42 569	42 702	43 343	43 477	44 565	44 703	45 822
0310	17	11	A	A	42 712	42 861	43 290	43 440	43 873	44 024	44 684	44 838	45 960	46 118	47 272
0310	17	12	A	A	44 015	44 179	44 621	44 787	45 233	45 400	46 081	46 250	47 408	47 581	48 773
0310	17	13	A	A	45 347	45 529	45 984	46 168	46 628	46 813	47 515	47 703	48 897	49 090	50 319
0310	17	14	A	A	46 753	46 949	47 418	47 615	48 089	48 288	49 012	49 214	50 445	50 652	51 921
0310	17	15	A	A	48 184	48 397	48 880	49 095	49 584	49 799	50 547	50 766	52 036	52 261	53 570

Code 0310 means "regular teachers, full-time teachers or part-time teachers".
* Read "workday of the school year".
"A" means "annual".

SECTION II (cont'd)

SALARY SCALES (TRANSITIONAL)

Group	Class	Step	Basic rate	Agreement rate	Rates on 101st day* 1995-1996	Rates on 1st day* 1996-1997	Rates on 101st day* 1996-1997	Rates on 1st day* 1997-1998	Rates on 101st day* 1997-1998	Rates on 1st day* 1998-1999	Rates on 101st day* 1998-1999	Rates on 1st day* 1999-2000	Rates on 101st day* 1999-2000	Rates on 1st day* 2000-2001	Rates on 101st day* 2000-2001
0310	18	1	A	A	34 187	34 187	34 529	34 529	34 874	34 874	35 397	35 397	36 282	36 282	37 189
0310	18	2	A	A	35 196	35 202	35 554	35 559	35 915	35 920	36 459	36 464	37 376	37 382	38 316
0310	18	3	A	A	36 249	36 258	36 620	36 629	36 995	37 004	37 560	37 569	38 508	38 517	39 480
0310	18	4	A	A	37 323	37 337	37 711	37 725	38 102	38 117	38 688	38 703	39 671	39 686	40 678
0310	18	5	A	A	38 427	38 447	38 832	38 852	39 241	39 261	39 850	39 871	40 868	40 889	41 911
0310	18	6	A	A	39 552	39 580	39 976	40 004	40 404	40 433	41 040	41 069	42 096	42 126	43 180
0310	18	7	A	A	40 759	40 788	41 196	41 225	41 637	41 667	42 291	42 321	43 379	43 410	44 496
0310	18	8	A	A	41 974	42 009	42 428	42 463	42 888	42 923	43 567	43 602	44 692	44 729	45 847
0310	18	9	A	A	43 238	43 276	43 709	43 747	44 184	44 223	44 886	44 925	46 048	46 089	47 241
0310	18	10	A	A	44 540	44 581	45 027	45 069	45 520	45 562	46 246	46 289	47 446	47 490	48 678
0310	18	11	A	A	45 876	45 923	46 382	46 428	46 893	46 940	47 644	47 692	48 884	48 933	50 157
0310	18	12	A	A	47 288	47 334	47 807	47 853	48 331	48 377	49 103	49 150	50 379	50 427	51 688
0310	18	13	A	A	48 725	48 772	49 260	49 308	49 801	49 850	50 597	50 646	51 912	51 963	53 262
0310	18	14	A	A	50 231	50 277	50 779	50 825	51 334	51 380	52 150	52 197	53 502	53 550	54 889
0310	18	15	A	A	51 789	51 831	52 349	52 392	52 916	52 959	53 753	53 797	55 142	55 186	56 566

Code 0310 means "regular teachers, full-time teachers or part-time teachers".
* Read "workday of the school year".
"A" means "annual".

SECTION II (cont'd)

SALARY SCALES (TRANSITIONAL)

Group	Class	Step	Basic rate	Agreement rate	Rates on 101st day* 1995-1996	Rates on 1st day* 1996-1997	Rates on 101st day* 1996-1997	Rates on 1st day* 1997-1998	Rates on 101st day* 1997-1998	Rates on 1st day* 1998-1999	Rates on 101st day* 1998-1999	Rates on 1st day* 1999-2000	Rates on 101st day* 1999-2000	Rates on 1st day* 2000-2001	Rates on 101st day* 2000-2001
0310	19	1	A	A	36 771	36 771	37 139	37 139	37 510	37 510	38 073	38 073	39 025	39 025	40 001
0310	19	2	A	A	37 854	37 854	38 233	38 233	38 615	38 615	39 194	39 194	40 174	40 174	41 178
0310	19	3	A	A	38 953	38 953	39 343	39 343	39 736	39 736	40 332	40 332	41 340	41 340	42 374
0310	19	4	A	A	40 111	40 111	40 512	40 512	40 917	40 917	41 531	41 531	42 569	42 569	43 633
0310	19	5	A	A	41 341	41 341	41 754	41 754	42 172	42 172	42 805	42 805	43 875	43 875	44 972
0310	19	6	A	A	42 563	42 563	42 989	42 989	43 419	43 419	44 070	44 070	45 172	45 172	46 301
0310	19	7	A	A	43 850	43 850	44 289	44 289	44 732	44 732	45 403	45 403	46 538	46 538	47 701
0310	19	8	A	A	45 164	45 164	45 616	45 616	46 072	46 072	46 763	46 763	47 932	47 932	49 130
0310	19	9	A	A	46 557	46 557	47 023	47 023	47 493	47 493	48 205	48 205	49 410	49 410	50 645
0310	19	10	A	A	47 971	47 971	48 451	48 451	48 936	48 936	49 670	49 670	50 912	50 912	52 185
0310	19	11	A	A	49 453	49 453	49 948	49 948	50 447	50 447	51 204	51 204	52 484	52 484	53 796
0310	19	12	A	A	50 949	50 949	51 458	51 458	51 973	51 973	52 753	52 753	54 072	54 072	55 424
0310	19	13	A	A	52 543	52 543	53 068	53 068	53 599	53 599	54 403	54 403	55 763	55 763	57 157
0310	19	14	A	A	54 171	54 171	54 713	54 713	55 260	55 260	56 089	56 089	57 491	57 491	58 928
0310	19	15	A	A	55 856	55 856	56 415	56 415	56 979	56 979	57 834	57 834	59 280	59 280	60 762

Code 0310 means "regular teachers, full-time teachers or part-time teachers".
* Read "workday of the school year".
"A" means "annual".

SECTION II (cont'd)

SALARY SCALES (TRANSITIONAL)

Group	Class	Step	Basic rate	Agreement rate	Rates on 101st day* 1995-1996	Rates on 1st day* 1996-1997	Rates on 101st day* 1996-1997	Rates on 1st day* 1997-1998	Rates on 101st day* 1997-1998	Rates on 1st day* 1998-1999	Rates on 101st day* 1998-1999	Rates on 1st day* 1999-2000	Rates on 101st day* 1999-2000	Rates on 1st day* 2000-2001	Rates on 101st day* 2000-2001
0310	20	1	A	A	40 894	40 894	41 303	41 303	41 716	41 716	42 342	42 342	43 401	43 401	44 486
0310	20	2	A	A	41 977	41 977	42 397	42 397	42 821	42 821	43 463	43 463	44 550	44 550	45 664
0310	20	3	A	A	43 076	43 076	43 507	43 507	43 942	43 942	44 601	44 601	45 716	45 716	46 859
0310	20	4	A	A	44 234	44 234	44 676	44 676	45 123	45 123	45 800	45 800	46 945	46 945	48 119
0310	20	5	A	A	45 464	45 464	45 919	45 919	46 378	46 378	47 074	47 074	48 251	48 251	49 457
0310	20	6	A	A	46 686	46 686	47 153	47 153	47 625	47 625	48 339	48 339	49 547	49 547	50 786
0310	20	7	A	A	47 973	47 973	48 453	48 453	48 938	48 938	49 672	49 672	50 914	50 914	52 187
0310	20	8	A	A	49 287	49 287	49 780	49 780	50 278	50 278	51 032	51 032	52 308	52 308	53 616
0310	20	9	A	A	50 680	50 680	51 187	51 187	51 699	51 699	52 474	52 474	53 786	53 786	55 131
0310	20	10	A	A	52 094	52 094	52 615	52 615	53 141	53 141	53 938	53 938	55 286	55 286	56 668
0310	20	11	A	A	53 576	53 576	54 112	54 112	54 653	54 653	55 473	55 473	56 860	56 860	58 282
0310	20	12	A	A	55 072	55 072	55 623	55 623	56 179	56 179	57 022	57 022	58 448	58 448	59 909
0310	20	13	A	A	56 666	56 666	57 233	57 233	57 805	57 805	58 672	58 672	60 139	60 139	61 642
0310	20	14	A	A	58 294	58 294	58 877	58 877	59 466	59 466	60 358	60 358	61 867	61 867	63 414
0310	20	15	A	A	59 979	59 979	60 579	60 579	61 185	61 185	62 103	62 103	63 656	63 656	65 247

Code 0310 means "regular teachers, full-time teachers or part-time teachers".
* Read "workday of the school year".
"A" means "annual".

SECTION II (cont'd)

SALARY SCALES (TRANSITIONAL)

Group	Class	Step	Basic rate	Agreement rate	Rates on 101st day* 1995-1996	Rates on 1st day* 1996-1997	Rates on 101st day* 1996-1997	Rates on 1st day* 1997-1998	Rates on 101st day* 1997-1998	Rates on 1st day* 1998-1999	Rates on 101st day* 1998-1999	Rates on 1st day* 1999-2000	Rates on 101st day* 1999-2000	Rates on 1st day* 2000-2001	Rates on 101st day* 2000-2001
0395	0	0	H	H	26.28	26.84	27.11	27.67	27.95	28.51	28.94	29.52	30.26	30.85	31.62
0396	0	0	H	H	35.47	35.61	35.96	36.11	36.47	36.62	37.16	37.31	38.24	38.39	39.35
0396A	0	0	H	H	35.47	35.61	35.96	36.11	36.47	36.62	37.16	37.31	38.24	38.39	39.35
0396B	0	0	H	H	35.47	35.61	35.96	36.11	36.47	36.62	37.16	37.31	38.24	38.39	39.35
0397	14	0	H	H	30.53	31.33	31.64	32.45	32.77	33.58	34.08	34.91	35.78	36.63	37.55
0397	15	0	H	H	33.42	33.91	34.25	34.75	35.10	35.60	36.13	36.65	37.56	38.09	39.04
0397	16	0	H	H	35.47	35.61	35.96	36.11	36.47	36.62	37.16	37.31	38.24	38.39	39.35
0397	17	0	H	H	38.93	39.04	39.43	39.53	39.92	40.03	40.62	40.73	41.75	41.86	42.91
0397	18	0	H	H	41.65	41.69	42.11	42.14	42.56	42.60	43.24	43.28	44.36	44.40	45.50
0397	19	0	H	H	44.97	44.97	45.42	45.42	45.87	45.87	46.56	46.56	47.72	47.72	48.91
0397	20	0	H	H	47.88	47.88	48.36	48.36	48.84	48.84	49.57	49.57	50.81	50.81	52.08

Code 0395 means "casual supply teachers".
Codes 0396, 0396A and 0396B mean "hourly paid teachers".
Code 0397 means "teachers-by-the-lesson".
* Read "workday of the school year".
"H" means "hourly".

SECTION III

Continuation of discussions on pay equity

1. Parity committee on the evaluation of teaching jobs

1.1 The parties shall form a parity committee composed of representatives of the Conseil du trésor (CT) and the Ministère de l'Éducation, on the one hand, and the Centrale de l'enseignement du Québec (CEQ), on the other hand.

1.2 The committee has the mandate to pursue:

- the discussions on the identification of one or more categories of teachers in school boards and colleges;
- the evaluation of teaching jobs of school boards and colleges with respect to the factors in dispute identified in Section V.

Unless the parties agree otherwise, the evaluation shall be conducted on the basis of the intersectorial job evaluation system (16-factor system) used during the joint CT/CEQ committee's work and on the basis of the data collected during the inquiry conducted by the joint CT/CEQ committee in March 1996.

1.3 The committee shall meet, as required, at the request of one of the parties, and shall adopt the rules of procedure that it deems useful to its proper functioning.

The committee shall agree, in accordance with clause 1.2, on the methods and tools needed to determine the relative value or values of teaching jobs.

1.4 Upon completion of the work or no later than twelve (12) months after it is formed, the committee shall submit to the parties a report on its observations and recommendations.

1.5 After filing the report, the parties shall agree on the necessary follow-up.

2. Parity committee on the evaluation of the annual working time of teaching jobs

2.1 The parties agree to retain the services of five (5) resource persons whom they shall select jointly and whose mandate shall be to advise the parties on the method that they deem most appropriate to estimate the time required of teachers in which to carry out quality work.

2.2 The resource persons shall hear the report of each party on the procedure and method used in its work on pay equity for teachers and on the problems observed.

They could, as required, refer to various studies or work dealing with a subject associated with their mandate.

2.3 The resource persons shall submit their individual reports to the parties no later than six (6) months after their mandate began.

2.4 The parties shall set up a parity committee composed of representatives of the Ministère de l'Éducation, on the one hand, and the Centrale de l'enseignement du Québec, on the other hand.

2.5 The committee has the mandate to:

- present to the parties, following the report of the resource persons, one or more methods for estimating the annual working time required to perform quality work;

- to pursue the work after the parties have reached a consensus on the method or methods to be used to estimate the annual working time required to perform quality work and to compare this annual working time with the annual working time of professionals in the public and parapublic sectors;
- to present to the parties a report on its observations and recommendations concerning the annual working time required to perform quality work no later than six (6) months after a consensus on the method or methods to be used is reached.

2.6 After filing the report, the parties shall agree on the necessary follow-up.

3. General provisions

3.1 If the parties agree on the value of a position or on the annual working time that is higher than that recognized by the government on the date of the signing of this agreement, the salary structure of teachers shall be adjusted accordingly as of the 2001-2002 school year. These adjustments could be made progressively in four (4) equal annual installments.

However, the parties could agree on adjustments at an earlier date and on different terms and conditions concerning the installments.

3.2 The parties agree to maintain until June 30, 2001 the number of leaves of absence currently granted (3 persons are released, full time, from their duties) in connection with the work dealing with the evaluation of teaching jobs.

The parties could agree to extend the leaves after June 30, 2001.

3.3 The parties agree to include the category or categories of teaching jobs among all the other job categories in the study they will conduct to determine the method for estimating the disparities and to maintain pay equity.

3.4 The parties agree to meet in order to resolve any problem dealing with the application of this agreement.

SECTION IV

Vocational education

1. The parties agree to form a parity committee composed of representatives of the Conseil du trésor and the Ministère de l'Éducation, on the one hand, and the Centrale de l'enseignement du Québec (CEQ), on the other hand.
2. The committee has the mandate to:
 - conduct a study on the instruction provided in the vocational education sector;
 - analyze the possibility of identifying or defining a new category of vocational education jobs;
 - determine, where applicable, the eligibility requirements and conditions for the new job category.
3. The committee must submit its report to the negotiating parties no later than December 31, 2000. Once their report has been filed, the parties shall call on spokespersons for the necessary follow-up.

SECTION V

Job evaluations tabled by each party on the joint committee

Q	FACTORS	Union profile Joint committee May 1998	Employer profile Joint committee May 1998	New bachelor's requirement	
				CEQ	Conseil du trésor (verbal)
1	Vocational training	8	8	9	9
2	Prior experience	7	7	6	5
3	Orientation or adaptation period	4	3	4	3
4	Muscle coordination or dexterity	3	2	3	2
5	Autonomy	4	4	4	4
6	Reasoning	4.5	4	4.5	4
7	Judgement	4	4.5	4	4.5
8	Mental effort resulting from concentration and sensory attention	8	7	8	7
9	Physical effort	3	3	3	3
10	Responsibility for results	4	4	4	4
11	Responsibility for the health, safety and welfare of others	3	3	3	3
12	Supervisory responsibilities	2	1	2	1
13	Communication	6.5	6.5	6.5	6.5
14	Working environment	2	2	2	2
15	Inherent risks	3	2	3	2
16	Pace of work	3	2	3	2
	Points	748	708	759	710
	Ranking	21	20		20

APPENDIX XXXI**COMMITTEE ON SERVICES FOR STUDENTS WITH HANDICAPS AND STUDENTS WITH SOCIAL MALADJUSTMENTS OR LEARNING DISABILITIES**

The Ministère de l'Éducation, the Quebec English School Boards Association (QESBA) and the Fédération des commissions scolaires du Québec (FCSQ), on the one hand, and the Quebec Provincial Association of Teachers (QPAT) and the Centrale de l'enseignement du Québec (CEQ), on the other hand, shall form a committee composed of a maximum of five (5) representatives designated by the employer group, and a maximum of five (5) representatives designated by the union group.

The committee has the mandate to:

- a) revise the process for identifying students prescribed in article 8-9.00 to render it more efficient;
- b) define the notion of support services for the integration;
- c) study the definitions and rules for the formation of groups of students identified as handicapped in order to maintain or improve the services provided to these students.

The committee must report to the parties as soon as possible.

APPENDIX XXXII**PARENTAL RIGHTS
(Allowances)**

The government shall undertake to guarantee that, as of the date of the coming into force of this entente, a teacher may receive, during her maternity leave, the full or partial allowances payable by the board under Section II of article 5-13.00, regardless of the modifications made to the eligibility criteria for employment insurance which could arise after that date but on the condition that the foregoing is admissible under the supplementary employment benefits plan.

Moreover, the parties shall meet to discuss any problem which could arise as a result of the following:

- i) if the HRDC were to have additional requirements with respect to the final written authorization allowing the plan to be registered as a supplementary employment benefit;
- ii) if, thereafter, the HRDC were to modify its requirements during the term of the entente.

It is understood that the discussions do not constitute a reopening of the agreement.

HRDC: Human Resources Development Canada

Reference: article 5-13.00

APPENDIX XXXIII

**PARENTAL RIGHTS
(Modification)**

Should any modification occur in the federal employment insurance plan with respect to parental rights, the implementation of a parental rights plan for all workers of Québec or any modification or new regulation concerning labour standards with respect to parental rights, it is understood that the parties shall meet to discuss the possible impact of these modifications on the parental rights plan.

APPENDIX XXXIV**COMMITTEE ON ADULT EDUCATION AND
VOCATIONAL EDUCATION**

The Ministère de l'Éducation, the Quebec English School Boards Association (QESBA) and the Fédération des commissions scolaires du Québec (FCSQ), on the one hand, and the Quebec Provincial Association of Teachers (QPAT) and the Centrale de l'enseignement du Québec (CEQ), on the other hand, shall form a committee composed of six (6) members, three (3) of whom are designated by the employer group and three (3), by the union group.

The committee has the mandate to:

- a) propose the terms and conditions for determining regular teaching positions in adult education and vocational education;
- b) report to the parties no later than March 31, 2002.

APPENDIX XXXV**TEACHERS COVERED BY THE "PROTOCOLE D'INTÉGRATION
DES PROFESSEURS DE L'ÉTAT DU QUÉBEC
AUX COMMISSIONS SCOLAIRES"**

Teachers who are covered by the "Protocole d'intégration des professeurs de l'État du Québec aux commissions scolaires" and who are on availability in a school board shall receive one hundred (100) percent of the salary they would receive if they were not on availability as long as they remain covered by this "Protocole".

APPENDIX XXXVI**LETTER OF AGREEMENT
CONCERNING FAMILY RESPONSIBILITIES**

The Centrale de l'enseignement du Québec, on the one hand, and the Government of Québec represented by the Conseil du trésor, on the other hand, recognize herein, the close relationship between family and work. In this respect, the parties agree to take into account family and work responsibilities in the organization of work.

For this purpose, the parties shall encourage the regional or local sectorial parties, as the case may be, to strike a better balance between parental and family responsibilities and work-related responsibilities in determining the working conditions and their application.

APPENDIX XXXVII

LIST OF SCHOOLS¹ SITUATED IN ECONOMICALLY DISADVANTAGED
AREAS AFFECTED BY THE SPECIAL RULES FOR THE
FORMATION OF STUDENT GROUPS

	Name of school board	Building code	Name of building	School code	Name of school
1)	Monts-et-Marées	711001	LAC-HUMQUI	711001	ECOLE LAC-HUMQUI
2)	Monts-et-Marées	711002	LAC-AU-SAUMON	711002	ECOLE LAC-AU-SAUMON
3)	Monts-et-Marées	711005	ALBERTVILLE	711005	ECOLE SAINT-RAPHAEL
4)	Monts-et-Marées	711007	SAINT-VIANNEY	711007	EC. ST-THARCISIUS/ST-VIANNEY
5)	Monts-et-Marées	711008	SAINT-THARCISIUS	711007	EC. ST-THARCISIUS/ST-VIANNEY
6)	Monts-et-Marées	711014	SAINT-LEON-LE-GRAND	711014	ECOLE SAINT-LEON-LE-GRAND
7)	Monts-et-Marées	711027	SAINT-VICTOR	711027	ECOLE SAINT-VICTOR
8)	Monts-et-Marées	711028	SAINT-ROSAIRE	711028	ECOLE SAINT-ROSAIRE
9)	Monts-et-Marées	711030	SAINTE-MARIE	711030	ECOLE SAINTE-MARIE
10)	Monts-et-Marées	711032	NOEL-FORTIN	711032	ECOLE NOEL-FORTIN
11)	Monts-et-Marées	711033	EMILE-DUBE	711033	ECOLE EMILE-DUBE
12)	Monts-et-Marées	711035	MGR-ROSS	711035	ECOLE MGR-ROSS
13)	Monts-et-Marées	711038	VAL-BRILLANT	711038	ECOLE VAL-BRILLANT
14)	Monts-et-Marées	711042	LE MARINIER	711042	ECOLE LE MARINIER
15)	Monts-et-Marées	711044	SAINTE-IRENE	711044	ECOLE SAINTE-HELENE
16)	Monts-et-Marées	711046	SAINTE-FELICITE	711046	ECOLE SAINTE-FELICITE
17)	Monts-et-Marées	711049	ALBERT-MORIN	711049	ECOLE ALBERT-MORIN
18)	Monts-et-Marées	711053	SAINT-LEANDRE	711053	ECOLE SAINT-LEANDRE
19)	Monts-et-Marées	711081	SAINT-RENE-GOUPIL	711081	ECOLE SAINT-RENE-GOUPIL
20)	Phares	712001	LA COLOMBE	712011	ECOLE LA TRINITE/LA COLOMBE
21)	Phares	712002	EUCLIDE FOURNIER	712036	ECOLE DU SECTEUR OUEST
22)	Phares	712003	LA SOURCE	712036	ECOLE DU SECTEUR OUEST
23)	Phares	712013	CLAIR-SOLEIL	712035	ECOLE DU SECTEUR CENTRE
24)	Phares	712014	DE LA RIVIERE	712034	ECOLE DE LA RIVIERE
25)	Phares	712015	SAINT-REMI	712032	ECOLE SAINT-REMI
26)	Phares	712016	AUX-QUATRE-VENTS	712033	ECOLE DU SECTEUR EST
27)	Phares	712017	DU SOMMET	712033	ECOLE DU SECTEUR EST
28)	Phares	712018	L'ENVOL	712033	ECOLE DU SECTEUR EST
29)	Phares	712045	LAVOIE	712001	L'ECHO-DES-MONTAGNES/LAVOIE
30)	Phares	712060	CHANOINE-PELLETIER	712001	L'ECHO-DES-MONTAGNES/LAVOIE
31)	Phares	712064	BOIJOLI	712025	ECOLE BOIJOLI/NOTRE-DAME
32)	Fleuve-et-des-Lacs	713009	SAINTE-MARIE	713009	ECOLE SAINT-JEAN-DE-DIEU
33)	Fleuve-et-des-Lacs	713010	APRIL	713009	ECOLE SAINT-JEAN-DE-DIEU
34)	Fleuve-et-des-Lacs	713011	DE L'OISEAU CHANTEUR	713001	ECOLE LITALIEN
35)	Fleuve-et-des-Lacs	713017	SAINT-CLEMENT	713007	ECOLE DES JOLIS-VENTS
36)	Fleuve-et-des-Lacs	713019	DE LA JOIE	713001	ECOLE LITALIEN
37)	Fleuve-et-des-Lacs	713020	RAYONS DE SOLEIL	713005	ECOLE CHANOINE-COTE
38)	Fleuve-et-des-Lacs	713021	L'ENVOL	713005	ECOLE CHANOINE-COTE
39)	Fleuve-et-des-Lacs	713027	NOTRE-DAME-DE-GRACES	713029	ECOLE DE RIVIERE-BLEUE
40)	Fleuve-et-des-Lacs	713029	SAINT-MARC	713029	ECOLE DE RIVIERE-BLEUE
41)	Fleuve-et-des-Lacs	713032	DESBIENS	713006	ECOLE PRIMAIRE DE DEGELIS
42)	Fleuve-et-des-Lacs	713035	SAINT-PIERRE	713006	ECOLE PRIMAIRE DE DEGELIS
43)	Fleuve-et-des-Lacs	713036	LA FARANDOLE	713006	ECOLE PRIMAIRE DE DEGELIS
44)	Fleuve-et-des-Lacs	713037	NOTRE-DAME	713037	ECOLE NOTRE-DAME - ST-EUSEBE
45)	Fleuve-et-des-Lacs	713040	PLEIN SOLEIL	713004	ECOLE DU JALL
46)	Fleuve-et-des-Lacs	713041	LA CHANTERELLE	713004	ECOLE DU JALL
47)	Fleuve-et-des-Lacs	713042	CLAIR MATIN	713004	ECOLE DU JALL
48)	Fleuve-et-des-Lacs	713044	LA MARGUERITE D'AUCLAIR	713004	ECOLE DU JALL

¹ Buildings with elementary-school students whose decile rank is 9 or 10. The decile rank is based on two indicators: the percentage of families with children under 18 years of age below the relative low income level or the percentage of mothers with children under 18 years of age who did not obtain a secondary school diploma (2/3) and the percentage of families with a child under 18 years of age and both parents are unemployed (1/3).

	Name of school board	Building code	Name of building	School code	Name of school
49)	Fleuve-et-des-Lacs	713045	BEAUCOURT	713010	ECOLE DE PACKINGTON
50)	Fleuve-et-des-Lacs	713100	GEORGES-GAUVIN	713100	ECOLE GEORGES-GAUVIN
51)	Fleuve-et-des-Lacs	713103	SAINT-ELZEAR (CENTRALE)	713103	ECOLE ST-HONORE
52)	Fleuve-et-des-Lacs	713104	SAINT-EUSEBE	713037	ECOLE NOTRE-DAME - ST-EUSEBE
53)	Kamouraska-Rivière-du-Loup	714001	L'ETOILE-FILANTE	714015	M.-MONTANTE, OREE-BOIS, ETOI.F
54)	Kamouraska-Rivière-du-Loup	714002	LA PRUCHIERE	714016	VENTS-M.,PRUCHIERE, AMITIE
55)	Kamouraska-Rivière-du-Loup	714005	LA MAREE-MONTANTE	714015	M.-MONTANTE, OREE-BOIS, ETOI.F
56)	Kamouraska-Rivière-du-Loup	714006	L'OREE-DES-BOIS	714015	M.-MONTANTE, OREE-BOIS, ETOI.F
57)	Kamouraska-Rivière-du-Loup	714007	VENTS-ET-MAREES	714016	VENTS-M.,PRUCHIERE, AMITIE
58)	Kamouraska-Rivière-du-Loup	714008	L'AMITIE	714016	VENTS-M.,PRUCHIERE, AMITIE
59)	Kamouraska-Rivière-du-Loup	714053	J -C CHAPAIS	714012	ST-PHI.,N.-D.,CHAPAIS,ST-B.
60)	Kamouraska-Rivière-du-Loup	714054	SAINT-PHILIPPE-DE-NERI	714012	ST-PHI.,N.-D.,CHAPAIS,ST-B.
61)	Kamouraska-Rivière-du-Loup	714055	NOTRE-DAME	714012	ST-PHI.,N.-D.,CHAPAIS,ST-B.
62)	Kamouraska-Rivière-du-Loup	714078	LA CHANTERELLE	714001	MOISSON-D'ARTS ET CHANTERELLE
63)	Kamouraska-Rivière-du-Loup	714079	MOISSON-D'ARTS	714001	MOISSON-D'ARTS ET CHANTERELLE
64)	Kamouraska-Rivière-du-Loup	714082	RIOU	714003	VIEUX-M.,N.D.-SOURIRE, RIOU
65)	Kamouraska-Rivière-du-Loup	714084	DES VIEUX-MOULINS	714003	VIEUX-M.,N.D.-SOURIRE, RIOU
66)	Kamouraska-Rivière-du-Loup	714086	NOTRE-DAME-DU-SOURIRE	714003	VIEUX-M.,N.D.-SOURIRE, RIOU
67)	Pays-des-Bleuets	721025	PIE XII	721035	ECOLE INST. SAINT-PRIME
68)	Pays-des-Bleuets	721026	JEANNE-MANCE	721035	ECOLE INST. SAINT-PRIME
69)	Pays-des-Bleuets	721029	JEAN XXIII	721053	ECOLE JEAN XXIII
70)	Pays-des-Bleuets	721035	NOTRE-DAME DE LOURDES	721059	ECOLE NOTRE-DAME-DE-LOURDES
71)	Pays-des-Bleuets	721036	SAINT-LUCIEN	721053	ECOLE JEAN XXIII
72)	Pays-des-Bleuets	721037	COUVENT DU BON PASTEUR	721078	ECOLE INST. STE-JEANNE-D'ARC
73)	Pays-des-Bleuets	721040	NOTRE-DAME-DES-ANGES	721080	ECOLE NOTRE-DAME-DES-ANGES
74)	Pays-des-Bleuets	721041	SAINT-MICHEL	721077	ECOLE SAINT-MICHEL
75)	Pays-des-Bleuets	721042	HELENE LALIBERTE	721078	ECOLE INST. STE-JEANNE-D'ARC
76)	Pays-des-Bleuets	721045	LA SOURCE	721083	ECOLE INST. SAINT-AUGUSTIN
77)	Pays-des-Bleuets	721048	LES PRES VERTS	721083	ECOLE INST. SAINT-AUGUSTIN
78)	Pays-des-Bleuets	721049	LAC-BOUCHETTE	721006	EC. LAC-BOUCHETTE/ST-FRANCOIS
79)	Pays-des-Bleuets	721051	SAINT-FRANCOIS-DE-SALES	721006	EC. LAC-BOUCHETTE/ST-FRANCOIS
80)	Pays-des-Bleuets	721053	SAINTE-HEDWIDGE	721009	ECOLE SAINTE-HEDWIDGE
81)	Pays-des-Bleuets	721060	CHAMBORD	721014	CARREFOUR ETUDIANT/ARBRISSEAU
82)	Pays-des-Bleuets	721075	L'ARBRISSEAU	721014	CARREFOUR ETUDIANT/ARBRISSEAU
83)	Lac-Saint-Jean	722018	SAINT-SACREMENT	722111	ECOLE SAINT-SACREMENT
84)	Lac-Saint-Jean	722024	BON-PASTEUR	722203	ECOLE BON-PASTEUR
85)	Lac-Saint-Jean	722025	SAINT-LEON	722204	ECOLE SAINT-LEON
86)	Lac-Saint-Jean	722030	NOTRE-DAME-DE-LORETTE	722206	ECOLE NOTRE-DAME-DE-LORETTE
87)	Lac-Saint-Jean	722032	SAINTE-HELENE	722207	ECOLE SAINTE-HELENE
88)	Lac-Saint-Jean	722034	PRIMAIRE GARNIER	722210	ECOLE PRIMAIRE GARNIER
89)	Lac-Saint-Jean	722037	NOTRE-DAME-DU-ROSAIRE	722208	ECOLE NOTRE-DAME-DU-ROSAIRE
90)	Rives-du-Saguenay	723004	SAINT-COEUR-DE-MARIE	723104	ECOLE SAINT-COEUR-DE-MARIE
91)	Rives-du-Saguenay	723008	SAINT-GEORGES	723108	ECOLE SAINT-GEORGES
92)	Rives-du-Saguenay	723013	SAINT-ANTOINE	723113	ECOLE SAINT-ANTOINE
93)	Rives-du-Saguenay	723031	MONT-VALIN	723131	ECOLE MONT-VALIN
94)	Rives-du-Saguenay	723034	SAINTE-ROSE	723134	ECOLE SAINTE-ROSE
95)	Rives-du-Saguenay	723036	SAINT-GABRIEL	723136	ECOLE SAINT-GABRIEL
96)	Rives-du-Saguenay	723037	DU-VALLON	723137	ECOLE DU VALLON
97)	Rives-du-Saguenay	723040	SAINT-FELIX	723140	ECOLE SAINT-FELIX
98)	Rives-du-Saguenay	723041	MARIE-MEDIATRICE	723141	ECOLE MARIE-MEDIATRICE
99)	Rives-du-Saguenay	723043	SAINT-JEAN	723143	ECOLE SAINT-JEAN
100)	Rives-du-Saguenay	723044	SAINT-DAVID	723144	ECOLE SAINT-DAVID
101)	De La Jonquière	724028	SAINT-JOSEPH	724030	ST-JOSEPH/COLLEGE ST-AMBROISE
102)	De La Jonquière	724030	COLLEGE SAINT-AMBROISE	724030	ST-JOSEPH/COLLEGE ST-AMBROISE
103)	De La Jonquière	724032	SAINT-JEAN	724035	ECOLE SAINT-JEAN-DE-BEGIN
104)	De La Jonquière	724036	SAINTE-MARIE	724044	ECOLE STE-MARIE-MEDIATRICE
105)	De La Jonquière	724043	IMMACULEE-CONCEPTION	724040	ECOLE IMMACULEE-CONCEPTION
106)	Charlevoix	731006	SAINT-PIERRE	731007	ECOLE ST-PIERRE
107)	Charlevoix	731008	LEONCE BOIVIN	731009	ECOLE LE TRIOLET
108)	Charlevoix	731011	SAINT-FRANCOIS	731006	EC. T.-T., FORGET, ST-FRANCOIS
109)	Charlevoix	731013	MARIE-REINE	731009	ECOLE LE TRIOLET
110)	Charlevoix	731014	DOMINIQUE-SAVIO	731008	EC. DOM.-SAVIO ET F.-SAINDON
111)	Charlevoix	731017	MARGUERITE-D'YOUVILLE	731003	EC. F.-A.-S. ET MARGU.-D'YOUV.

	Name of school board	Building code	Name of building	School code	Name of school
112)	Charlevoix	731018	FELIX-ANTOINE-SAVARD	731003	EC. F.-A.-S. ET MARGU.-D'YOUV.
113)	Charlevoix	731021	MARIE-VICTORIN	731005	EC. M.-V., NDDBC ET ST-FIRMIN
114)	Charlevoix	731022	NOTRE-DAME-DU-BON-CONSEIL	731005	EC. M.-V., NDDBC ET ST-FIRMIN
115)	Charlevoix	731028	NOTRE-DAME-DE-LORETTE	731009	ECOLE LE TRIOLET
116)	Charlevoix	731029	FERNAND-SAINDON	731008	EC. DOM.-SAVIO ET F.-SAINDON
117)	Charlevoix	731030	BEAU-SOLEIL	731004	EC. LAURE-GAUD. ET BEAU-SOLEIL
118)	Charlevoix	731031	SAINT-FIRMIN	731005	EC. M.-V., NDDBC ET ST-FIRMIN
119)	Capitale	732003	CHANOINE-COTE	732003	ECOLE CHANOINE-COTE
120)	Capitale	732012	DOMINIQUE-SAVIO (MAIZERETS)	732012	DOMINIQUE-SAVIO (MAIZERETS)
121)	Capitale	732015	DU BUISSON	732015	ECOLE DU BUISSON
122)	Capitale	732016	DU DOMAINE	732023	ECOLE DU DOMAINE - JEAN-XXIII
123)	Capitale	732026	MARGUERITE-BOURGEOYS	732026	ECOLE MARGUERITE-BOURGEOYS
124)	Capitale	732031	NOTRE-DAME-DU-CANADA	732031	ECOLE NOTRE-DAME-DU-CANADA
125)	Capitale	732032	NOUVELLE-VIE	732032	ECOLE NOUVELLE-VIE
126)	Capitale	732033	SACRE-COEUR	732033	ECOLE SACRE-COEUR
127)	Capitale	732034	STADACONA	732034	ECOLE STADACONA
128)	Capitale	732035	ST-ALBERT-LE-GRAND	732035	ECOLE SAINT-ALBERT-LE-GRAND
129)	Capitale	732039	SAINT-FIDELE	732039	ECOLE SAINT-FIDELE
130)	Capitale	732040	SAINT-FRANCOIS-D'ASSISE	732040	ECOLE SAINT-FRANCOIS-D'ASSISE
131)	Capitale	732041	SAINT-JEAN-BAPTISTE	732041	ECOLE SAINT-JEAN-BAPTISTE
132)	Capitale	732043	SAINT-MALO	732043	ECOLE SAINT-MALO
133)	Capitale	732044	SAINT-MAURICE	732044	ECOLE SAINT-MAURICE
134)	Capitale	732045	SAINT-PAUL-APOTRE	732045	ECOLE SAINT-PAUL-APOTRE
135)	Capitale	732046	SAINT-PIE X, 1ER CYCLE	732047	ECOLE SAINT-PIE X
136)	Capitale	732047	SAINT-PIE X, 2E CYCLE	732047	ECOLE SAINT-PIE X
137)	Capitale	732048	SAINT-ROCH	732048	ECOLE SAINT-ROCH
138)	Capitale	732051	SAINTE-ODILE	732051	ECOLE SAINTE-ODILE
139)	Premières-Seigneuries	734006	SAINTE-CHRETIENNE	734006	ECOLE SAINTE-CHRETIENNE
140)	Premières-Seigneuries	734021	LA FOURMILIERE	734021	ECOLE DE LA FOURMILIERE
141)	Premières-Seigneuries	734035	LA PIONNIERE	734035	ECOLE DE LA PIONNIERE
142)	Premières-Seigneuries	734036	LE RUISSELET	734036	ECOLE DU RUISSELET
143)	Premières-Seigneuries	734037	NOTRE-DAME-DE-GRACE	734037	ECOLE NOTRE-DAME-DE-GRACE
144)	Chemin-du-Roy	741022	SAINT-EUGENE	741022	ECOLE SAINT-EUGENE
145)	Chemin-du-Roy	741030	DOLLARD	741030	ECOLE DOLLARD
146)	Chemin-du-Roy	741035	SAINT-GABRIEL-ARCHANGE	741035	ECOLE SAINT-GABRIEL-ARCHANGE
147)	Chemin-du-Roy	741046	SAINT-MICHEL	741155	ECOLE INTEGREE DES FORGES
148)	Chemin-du-Roy	741057	MAURICE POULIN	741155	ECOLE INTEGREE DES FORGES
149)	Chemin-du-Roy	741058	CARDINAL ROY	741058	ECOLE CARDINAL-ROY
150)	Chemin-du-Roy	741062	SAINTE-THERESE	741062	ECOLE SAINTE-THERESE
151)	Chemin-du-Roy	741064	SAINT-PHILIPPE	741050	ECOLE MARIE-LENEUF
				741064	ECOLE SAINT-PHILIPPE
152)	Chemin-du-Roy	741065	DE LA TERRIERE	741050	ECOLE MARIE-LENEUF
153)	Chemin-du-Roy	741068	SAINT-PAUL	741068	ECOLE SAINT-PAUL
154)	Chemin-du-Roy	741074	SAINT-FRANCOIS D'ASSISE	741074	ECOLE SAINT-FRANCOIS-D'ASSISE
155)	Chemin-du-Roy	741076	SAINTE-CATHERINE-DE-SIENNE	741076	EC. ST-DOMINIQUE-STE-CATHERINE
156)	Chemin-du-Roy	741078	SAINT-DOMINIQUE	741076	EC. ST-DOMINIQUE-STE-CATHERINE
157)	Chemin-du-Roy	741092	SAINT-LOUIS	741092	ECOLE PRIMAIRE LOUISEVILLE
158)	Chemin-du-Roy	741097	JEAN XXIII	741092	ECOLE PRIMAIRE LOUISEVILLE
159)	Chemin-du-Roy	741098	RINFRET	741098	ECOLE PRIMAIRE BELLE-VALLEE
160)	Chemin-du-Roy	741100	SAINT-JOSEPH	741098	ECOLE PRIMAIRE BELLE-VALLEE
161)	Chemin-du-Roy	741103	MARIE-IMMACULEE	741098	ECOLE PRIMAIRE BELLE-VALLEE
162)	Chemin-du-Roy	741107	SAINT-JUSTIN	741098	ECOLE PRIMAIRE BELLE-VALLEE
163)	Chemin-du-Roy	741116	PANNETON	741092	ECOLE PRIMAIRE LOUISEVILLE
164)	Énergie	742001	SAINT-MATHIEU (CENTRALE)	742001	ECOLE ST-JOSEPH
165)	Énergie	742005	SAINTE-ELIZABETH	742005	EC. STE-ELIZABETH-SACRE-COEUR
166)	Énergie	742008	NOTRE-DAME-DES-NEIGES	742008	ECOLE STE-MARIE
167)	Énergie	742009	NOTRE-DAME-DE-LA-JOIE	742008	ECOLE STE-MARIE
168)	Énergie	742010	VILLA DE LA JEUNESSE	742010	EC. DES VALLONS-VILLA-JEUNESSE
169)	Énergie	742012	DES VALLONS	742010	EC. DES VALLONS-VILLA-JEUNESSE
170)	Énergie	742020	SAINT-GEORGES	742020	ECOLE ST-GEORGES
171)	Énergie	742028	LAFLECHE	742028	ECOLE LAFLECHE
172)	Énergie	742039	NOTRE-DAME	742039	ECOLE INST. LAC-A-LA-TORTUE
173)	Énergie	742041	JACQUES-CARTIER	742039	ECOLE INST. LAC-A-LA-TORTUE

	Name of school board	Building code	Name of building	School code	Name of school
174)	Énergie	742053	JACQUES-BUTEUX	742047	ECOLE INST. JACQUES-BUTEUX
175)	Énergie	742056	SAINT-JEAN-BOSCO	742047	ECOLE INST. JACQUES-BUTEUX
176)	Énergie	742059	NOTRE-DAME-DE-L'ASSOMPTION	742059	EC. NOTRE-DAME-DE-L'ASSOMPTION
177)	Énergie	742060	SAINT-EPHREM	742044	ECOLE INST. MARIE-MEDIATRICE
178)	Énergie	742063	LE SABLON D'OR	742063	ECOLE LE SABLON D'OR
179)	Énergie	742073	MASSON	742073	ECOLE MASSON
180)	Energie	742083	IMMACULEE-CONCEPTION	742083	ECOLE IMMACULEE-CONCEPTION
181)	Énergie	742087	CHRIST-ROI	742087	ECOLE CHRIST-ROI
182)	Énergie	742101	ANTOINE-HALLE	742031	ECOLE INST. A-HALLE - ST-PAUL
183)	Énergie	742800	NOTRE-DAME-DES-NEIGES	742047	ECOLE INST. JACQUES-BUTEUX
184)	Hauts-Cantons	751034	SAINT-PIE-X	751036	NOTRE-DAME-DE-TOUTES-AIDES
185)	Hauts-Cantons	751036	NOTRE-DAME-DE-TOUTES-AIDES	751036	NOTRE-DAME-DE-TOUTES-AIDES
186)	Hauts-Cantons	751047	NOTRE-DAME-DE-LA-GARDE	751047	ECOLE NOTRE-DAME-DE-LA-GARDE
187)	Hauts-Cantons	751048	SAINT-LOUIS-DE-FRANCE	751048	ECOLE SAINT-LOUIS-DE-FRANCE
188)	Hauts-Cantons	751051	SAINT-CAMILLE	751051	ECOLE SAINT-CAMILLE
189)	Hauts-Cantons	751055	SAINT-PAUL	751055	ECOLE SAINT-PAUL
190)	Hauts-Cantons	751063	NOTRE-DAME-DE-LORETTE	751063	ECOLE NOTRE-DAME-DE-LORETTE
191)	Hauts-Cantons	751074	NOTRE-DAME-DE-FATIMA	751074	ECOLE NOTRE-DAME-DE-FATIMA
192)	Hauts-Cantons	751079	D'AUDET	751079	ECOLE D'AUDET
193)	Hauts-Cantons	751080	DE LAC-DROLET	751080	ECOLE DE LAC-DROLET
194)	Hauts-Cantons	751082	DE SAINTE-CECILE	751082	ECOLE DE SAINTE-CECILE
195)	Hauts-Cantons	751084	DES SOMMETS	751084	ECOLE DES SOMMETS
196)	Région-de-Sherbrooke	752132	LAROCQUE	752013	ECOLE LAROCQUE
197)	Région-de-Sherbrooke	752135	NOTRE-DAME-DU-ROSAIRE	752021	ECOLE NOTRE-DAME-DU-ROSAIRE
				752049	ECOLE DE L'ECOLLECTIF
198)	Région-de-Sherbrooke	752138	SYLVESTRE	752033	ECOLE SYLVESTRE
199)	Région-de-Sherbrooke	752139	JEAN XXIII	752010	ECOLE JEAN-XXIII
200)	Région-de-Sherbrooke	752145	SAINT-JOSEPH	752027	ECOLE SAINT-JOSEPH - BUSSIERE
201)	Région-de-Sherbrooke	752146	SAINTE-FAMILLE	752031	DE LA SAINTE-FAMILLE
202)	Région-de-Sherbrooke	752155	DESJARDINS	752005	ECOLE DESJARDINS
203)	Région-de-Sherbrooke	752156	BUSSIERE	752027	ECOLE SAINT-JOSEPH - BUSSIERE
204)	Région-de-Sherbrooke	752851	VAL-DU-LAC	752155	ECOLE DE VAL-DU-LAC
205)	Sommets	753003	CASTONGUAY	753003	ECOLE CASTONGUAY
206)	Sommets	753005	HAMELIN	753005	ECOLE HAMELIN
207)	Sommets	753006	LA TOURELLE	753006	ECOLE DE LA TOURELLE
208)	Sommets	753007	MASSON	753007	ECOLE MASSON
209)	Sommets	753008	NOTRE-DAME-DE-L'ASSOMPTION	753008	EC. NOTRE-DAME-DE-L'ASSOMPTION
210)	Sommets	753009	NOTRE-DAME-DE-LOURDES	753009	ECOLE NOTRE-DAME-DE-LOURDES
211)	Sommets	753010	SAINT-JEAN	753010	ECOLE SAINT-JEAN
212)	Sommets	753033	SAINT-PIE X	753033	ECOLE SAINT-PIE-X
213)	Sommets	753035	SAINTE-MARGUERITE	753035	ECOLE SAINTE-MARGUERITE
214)	Sommets	753058	LE TREMLIN, PAVILLON 1	753058	ECOLE DU TREMLIN
215)	Sommets	753060	NOTRE-DAME-DE-BONSECOURS	753060	ECOLE NOTRE-DAME-DE-BONSECOURS
216)	Sommets	753061	NOTRE-DAME-DE-MONTJOIE	753061	ECOLE NOTRE-DAME-DE-MONTJOIE
217)	Sommets	753063	NOTRE-DAME-DES-ERABLES	753063	ECOLE NOTRE-DAME-DES-ERABLES
218)	Sommets	753064	SACRE-COEUR	753064	ECOLE SACRE-COEUR
219)	Sommets	753066	SAINT-LAURENT	753066	ECOLE SAINT-LAURENT
220)	Pointe-de-l'Île	761004	DE LA FRATERNITE	761052	ECOLE DE LA FRATERNITE
221)	Pointe-de-l'Île	761008	LAMBERT CLOSSE	761023	ECOLE LAMBERT-CLOSSE
222)	Pointe-de-l'Île	761010	PIERRE-DE COUBERTIN	761059	ECOLE PIERRE-DE-COUBERTIN
223)	Pointe-de-l'Île	761011	ADELARD DESROSIERS ET PREFAB	761050	ECOLE ADELARD-DESROSIERS
224)	Pointe-de-l'Île	761013	SAINTE-GERMAINE COUSIN	761002	ECOLE STE-GERMAINE-COUSIN
225)	Pointe-de-l'Île	761014	FERNAND GAUTHIER ET PREFAB	761042	ECOLE FERNAND-GAUTHIER
226)	Pointe-de-l'Île	761018	LA DAUVERSIERE	761022	ECOLE LADAUVERSIERE
227)	Pointe-de-l'Île	761019	SAINTE-COLETTE	761064	ECOLE SAINTE-COLETTE
228)	Pointe-de-l'Île	761021	SAINT-JOSEPH	761037	ECOLE ST-JOSEPH
229)	Pointe-de-l'Île	761022	JACQUES ROUSSEAU	761035	ECOLE JACQUES-ROUSSEAU
230)	Pointe-de-l'Île	761023	DES ROSERAIES ALBATROS	761033	ECOLE DES ROSERAIES
				761039	ECOLE ALBATROS
231)	Pointe-de-l'Île	761024	CARDINAL LEGER	761030	ECOLE CARDINAL-LEGER
232)	Pointe-de-l'Île	761026	JEAN-NICOLET	761054	ECOLE JEAN-NICOLET
233)	Pointe-de-l'Île	761028	MARC-AURELE FORTIN	761044	ECOLE MARC-AURELE-FORTIN
234)	Pointe-de-l'Île	761031	FRANCOIS LA BERNARDE	761004	ECOLE AMI-SOLEIL/LA-BERNARDE

	Name of school board	Building code	Name of building	School code	Name of school
235)	Pointe-de-l'Île	761032	VICTOR LAVIGNE	761025	ECOLE VICTOR-LAVIGNE
236)	Pointe-de-l'Île	761033	LE CARIGNAN	761057	ECOLE LE CARIGNAN
237)	Pointe-de-l'Île	761034	ALPHONSE PESANT	761020	ECOLE ALPHONSE-PESANT
238)	Pointe-de-l'Île	761036	WILFRID BASTIEN	761026	ECOLE WILFRID-BASTIEN
239)	Pointe-de-l'Île	761040	RENE-GUENETTE	761060	ECOLE RENE-GUENETTE
240)	Pointe-de-l'Île	761041	MARC-LAFLAMME	761058	ECOLE MARC-LAFLAMME
241)	Pointe-de-l'Île	761042	JULES-VERNE	761055	ECOLE JULES-VERNE
242)	Pointe-de-l'Île	761043	DENISE-PELLETIER	761040	ECOLE DENISE-PELLETIER
243)	Pointe-de-l'Île	761046	GABRIELLE ROY	761021	ECOLE GABRIELLE-ROY
244)	Pointe-de-l'Île	761048	SAINTE-GERTRUDE ET RESIDENCE	761066	ECOLE STE-GERTRUDE
245)	Pointe-de-l'Île	761056	SAINT-REMI	761062	ECOLE SAINT-REMI
246)	Pointe-de-l'Île	761057	LE TOURNESOL	761072	ECOLE SECONDAIRE LE TOURNESOL
247)	Pointe-de-l'Île	761059	SAINT-VINCENT-MARIE-STRAMBI	761063	ECOLE ST-VINCENT-MARIE
248)	Montréal	762001	ATELIER	762053	ECOLE ATELIER
249)	Montréal	762002	ALPHONSE-DESJARDINS	762023	ECOLE ALPHONSE-DESJARDINS
250)	Montréal	762003	SAINT-BENOIT	762121	ECOLE SAINT-BENOIT
251)	Montréal	762005	SAINT-ZOTIQUE	762154	ECOLE SAINT-ZOTIQUE
252)	Montréal	762006	MARGUERITE-BOURGEOYS	762091	ECOLE MARGUERITE-BOURGEOYS
253)	Montréal	762007	LOUIS-COLIN	762092	ECOLE LOUIS-COLIN
254)	Montréal	762008	JEAN-JACQUES-OLIER	762114	ECOLE JEAN-JACQUES-OLIER
255)	Montréal	762011	SAINT-JEAN-BAPTISTE	762112	ECOLE SAINT-JEAN-BAPTISTE
256)	Montréal	762012	MARIE-FAVERY	762094	ECOLE MARIE-FAVERY
257)	Montréal	762013	ANNEXE CHARLEVOIS	762140	ECOLE LUDGER-DUVERNAY
258)	Montréal	762016	SAINT-FRANCOIS-D'ASSISE	762012	ECOLE SAINT-FRANCOIS-D'ASSISE
259)	Montréal	762018	LANAUDIERE	762089	ECOLE LANAUDIERE
260)	Montréal	762019	SAINT-NOEL-CHABANEL	762036	ECOLE SAINT-NOEL-CHABANEL
261)	Montréal	762020	BIENVILLE	762034	ECOLE BIENVILLE
262)	Montréal	762021	CHARLES-LEMOYNE	762130	ECOLE CHARLES-LEMOYNE
263)	Montréal	762024	DE LA PETITE BOURGOGNE	762129	ECOLE DE LA PETITE-BOURGOGNE
264)	Montréal	762026	SAINTE-BIBIANE	762045	ECOLE SAINTE-BIBIANE
265)	Montréal	762027	SAINT-FRANCOIS-XAVIER	762072	ECOLE SAINT-FRANCOIS-XAVIER
266)	Montréal	762029	ARMAND LAVERGNE, REGROUPE 4	762002	ECOLE ARMAND-LAVERGNE
267)	Montréal	762031	ALICE-PARIZEAU	762147	ECOLE ALICE-PARIZEAU
268)	Montréal	762032	JEAN-BAPTISTE-MEILLEUR	762074	ECOLE JEAN-BAPTISTE-MEILLEUR
269)	Montréal	762034	LAURIER	762103	ECOLE LAURIER
270)	Montréal	762036	LOUIS DUPIRE	762017	ECOLE LOUIS-DUPIRE
271)	Montréal	762040	SAINT-ENFANT-JESUS	762111	ECOLE SAINT-ENFANT-JESUS
272)	Montréal	762046	ST-LEON-DE-WESTMOUNT ET L.	762137	ECOLE SAINT-LEON-DE-WESTMOUNT
273)	Montréal	762047	SAINT-ANSELME ET L.	762068	ECOLE SAINT-ANSELME
274)	Montréal	762049	SAINT-JEAN-DE-LA-CROIX	762110	ECOLE SAINT-JEAN-DE-LA-CROIX
275)	Montréal	762050	LAMBERT CLOSSE	762115	ECOLE LAMBERT-CLOSSE
276)	Montréal	762053	MARIE-DE-L'INCARNATION	762162	ECOLE MARIE-DE-L'INCARNATION
277)	Montréal	762054	VICTOR-ROUSSELOT	762139	ECOLE VICTOR-ROUSSELOT
278)	Montréal	762058	BARIL	762041	ECOLE BARIL
279)	Montréal	762069	ST-PASCAL-BAYLON ET R.	762149	ECOLE SAINT-PASCAL-BAYLON
280)	Montréal	762073	CHAMPLAIN	762080	ECOLE CHAMPLAIN
281)	Montréal	762078	SAINT-FRANCOIS-SOLANO	762044	ECOLE SAINT-FRANCOIS-SOLANO
282)	Montréal	762082	SAINT-CLEMENT	762025	ECOLE SAINT-CLEMENT
283)	Montréal	762086	LES ENFANTS DU MONDE	762169	ECOLE LES-ENFANTS-DU-MONDE
284)	Montréal	762087	FELIX LECLERC	762134	ECOLE FELIX-LECLERC
285)	Montréal	762090	BARCLAY	762122	ECOLE BARCLAY
286)	Montréal	762091	BEDFORD	762135	ECOLE BEDFORD
287)	Montréal	762092	DUPUIS	762160	ECOLE DUPUIS
288)	Montréal	762093	EDOUARD VII	762116	ECOLE EDOUARD VII
289)	Montréal	762095	HIGH SCHOOL OF MONTREAL	762127	ECOLE FACE
290)	Montréal	762096	GILLES VIGNEAULT	762145	ECOLE GILLES-VIGNEAULT
291)	Montréal	762097	SAINT-MARC	762065	ECOLE SAINT-MARC
292)	Montréal	762098	BARTHELEMY VIMONT, ANNEXE I	762124	ECOLE BARTHELEMY-VIMONT
293)	Montréal	762100	SAINT-ETIENNE	762096	ECOLE SAINT-ETIENNE
294)	Montréal	762101	IONA	762155	ECOLE IONA
295)	Montréal	762102	LOUISBOURG	762151	ECOLE LOUISBOURG
296)	Montréal	762103	MAISONNEUVE	762028	ECOLE MAISONNEUVE
297)	Montréal	762104	CHARLES-BRUNEAU	762207	ECOLE CHARLES-BRUNEAU

	Name of school board	Building code	Name of building	School code	Name of school
298)	Montréal	762106	MARIE-ROLLET	762030	ECOLE MARIE-ROLLET
299)	Montréal	762107	LEONARD-DE VINCI ANNEXE	762039	ECOLE LEONARD-DE VINCI
300)	Montréal	762108	INTERNATIONALE DE MONTREAL	762136	EC. INTERNATIONALE DE MONTREAL
301)	Montréal	762115	NOTRE-DAME-DES-NEIGES	762142	ECOLE NOTRE-DAME-DES-NEIGES
302)	Montréal	762116	AHUNTSIC	762117	ECOLE AHUNTSIC
303)	Montréal	762118	GARNEAU	762085	ECOLE GARNEAU
304)	Montréal	762123	MADELEINE-DE-VERCHERES	762077	ECOLE MADELEINE-DE-VERCHERES
305)	Montréal	762127	SAINT-JEAN-DE-BREBEUF	762064	ECOLE SAINT-JEAN-DE-BREBEUF
306)	Montréal	762130	LS-HIPPOLYTE LAFONTAINE	762097	ECOLE ARC-EN-CIEL
				762098	ECOLE LOUIS-H.-LAFONTAINE
307)	Montréal	762135	GUYBOURG	762018	ECOLE GUYBOURG
308)	Montréal	762138	LA MENNAIS	762105	ECOLE LA MENNAIS
309)	Montréal	762140	ST-JEAN-BAPTISTE-DE-LA-SALLE	762032	ST-JEAN-BAPTISTE-DE-LA-SALLE
310)	Montréal	762141	DOLLARD-DES-ORMEAUX	762166	ECOLE DOLLARD-DES-ORMEAUX
311)	Montréal	762151	FRANCOIS-DE-LAVAL	762132	ECOLE FRANCOIS-DE-LAVAL
312)	Montréal	762152	SAINT-NOM-DE-JESUS	762033	ECOLE SAINT-NOM-DE-JESUS
313)	Montréal	762154	SAINT-ARSENE	762095	ECOLE SAINT-ARSENE
314)	Montréal	762159	PAUL-BRUCHESI	762087	ECOLE PAUL-BRUCHESI
315)	Montréal	762160	HOCHELAGA	762050	ECOLE HOCHELAGA
316)	Montréal	762166	SAINT-PIERRE-CLAVER	762079	ECOLE SAINT-PIERRE-CLAVER
317)	Montréal	762167	ST-BARTHELEMY ANN (EMILY-CARR)	762071	ECOLE SAINT-BARTHELEMY
318)	Montréal	762170	SAINT-AMBROISE	762086	ECOLE SAINT-AMBROISE
319)	Montréal	762171	SAINT-GERARD	762104	ECOLE SAINT-GERARD
320)	Montréal	762174	ST KEVIN	762153	ECOLE SAINT-KEVIN
321)	Montréal	762177	LE CARON	762007	ECOLE LE CARON
322)	Montréal	762181	SAINTE-CECILE	762107	ECOLE SAINTE-CECILE
323)	Montréal	762183	HELENE BOULLE ET LOGIS	762106	ECOLE HELENE-BOULLE
324)	Montréal	762190	ROSE-DES-VENTS	762046	ECOLE ROSE-DES-VENTS
325)	Montréal	762196	LE PLATEAU	762090	ECOLE LE PLATEAU
326)	Montréal	762198	LA VISITATION	762075	ECOLE LA VISITATION
327)	Montréal	762199	SAINTE-CLAIRE ET RESIDENCE	762009	ECOLE SAINTE-CLAIRE
328)	Montréal	762201	SAINT-LOUIS-DE-GONZAGUE	762070	ECOLE SAINT-LOUIS-DE-GONZAGUE
329)	Montréal	762208	SAINT-BARTHELEMY	762071	ECOLE SAINT-BARTHELEMY
330)	Montréal	762209	BOUCHER DE LA BRUERE	762013	ECOLE BOUCHER-DE-LA-BRUERE
331)	Montréal	762210	NOTRE-DAME-L'ASSOMPTION	762049	ECOLE N.-DAME-DE-L'ASSOMPTION
332)	Montréal	762211	NOTRE-DAME-DE-LA-DEFENSE	762109	ECOLE NOTRE-DAME-DE-LA-DEFENSE
333)	Montréal	762212	SAINT-JEAN-DE-MATHA	762167	ECOLE SAINT-JEAN-DE-MATHA
334)	Montréal	762223	CHRIST-ROI	762102	ECOLE CHRIST-ROI
335)	Montréal	762226	SAINTS-MARTYRS-CANADIENS	762069	ECOLE SAINTS-MARTYRS-CANADIENS
336)	Montréal	762238	SAINT-ANDRE-APOTRE	762119	ECOLE SAINT-ANDRE-APOTRE
337)	Montréal	762240	SAINT-PIERRE-APOTRE	762209	ECOLE SAINT-PIERRE-APOTRE
338)	Montréal	762243	SAINTE-CATHERINE-DE-SIENNE	762170	ECOLE STE-CATHERINE-DE-SIENNE
339)	Montréal	762250	SAINT-ANTONIN	762161	ECOLE SAINT-ANTONIN
340)	Montréal	762254	SIMONE-MONET	762150	ECOLE SIMONNE-MONET
341)	Montréal	762261	FERNAND-SEGUIN	762101	ECOLE FERNAND-SEGUIN
342)	Montréal	762281	SAINTE-GEMMA-GALGANI	762066	ECOLE SAINTE-GEMMA-GALGANI
343)	Montréal	762282	SAINT-MATHIEU	762063	ECOLE SAINT-MATHIEU
344)	Montréal	762286	COEUR-IMMACULE-DE-MARIE	762165	ECOLE COEUR-IMMACULE-DE-MARIE
345)	Montréal	762287	SAINT-JEAN-VIANNEY	762029	ECOLE SAINT-JEAN-VIANNEY
346)	Montréal	762292	ST-JEAN-DE-LA-LANDE ET L.	762058	ECOLE SAINT-JEAN-DE-LA-LANDE
347)	Montréal	762295	SAINT-ALBERT-LE-GRAND	762040	ECOLE SAINT-ALBERT-LE-GRAND
348)	Montréal	762296	SAINT-ANTOINE-MARIE-CLARET	762051	ECOLE ST-ANTOINE-MARIE-CLARET
349)	Montréal	762298	SAINT-GABRIEL-LALEMANT	762084	ECOLE SAINT-GABRIEL-LALEMANT
350)	Montréal	762299	SAINT-GREGOIRE-LE-GRAND	762076	ECOLE SAINT-GREGOIRE-LE-GRAND
351)	Montréal	762300	JEANNE LEBER	762131	ECOLE JEANNE-LEBER
352)	Montréal	762309	SAINT-BERNARDIN	762061	ECOLE SAINT-BERNARDIN
353)	Montréal	762311	SAINT-EMILE	762048	ECOLE SAINT-EMILE
354)	Montréal	762314	LA VERENDRYE	762005	ECOLE LA VERENDRYE
355)	Montréal	762320	SAINTE-LUCIE	762054	ECOLE SAINTE-LUCIE
356)	Montréal	762326	N -D -PERPETUEL-SECOURS,REG 1	762164	ECOLE N.-D.-DU-PERP.-SECOURS
357)	Montréal	762330	FERNAND-SEGUIN, ANNEXE	762101	ECOLE FERNAND-SEGUIN
358)	Montréal	762333	MARIE-RIVIER, ANNEXE	762059	ECOLE MARIE-RIVIER
359)	Montréal	762338	SAINT-DONAT	762014	ECOLE SAINT-DONAT

	Name of school board	Building code	Name of building	School code	Name of school
360)	Montréal	762341	SAINT-SIMON-APOTRE	762120	ECOLE SAINT-SIMON-APOTRE
361)	Montréal	762343	VICTOR-DORE	762205	ECOLE VICTOR-DORE
362)	Montréal	762348	MARIE-RIVIER	762059	ECOLE MARIE-RIVIER
363)	Montréal	762360	ELAN	762081	ECOLE ELAN
364)	Montréal	762365	SAINTE-JEANNE-D'ARC	762035	ECOLE SAINTE-JEANNE-D'ARC
365)	Montréal	762385	SAINTE-LOUISE-DE-MARILLAC	762010	ECOLE STE-LOUISE-DE-MARILLAC
366)	Montréal	762390	SAINTE-ODILE	762146	ECOLE SAINTE-ODILE
367)	Montréal	762398	MONTCALM	762055	ECOLE MONTCALM
368)	Montréal	762404	BARTHELEMY-VIMONT	762124	ECOLE BARTHELEMY-VIMONT
369)	Montréal	762409	SAINTE-BERNADETTE-SOUBIROUS	762043	ECOLE STE-BERNADETTE-SOUBIROUS
370)	Montréal	762410	SANS-FRONTIERES	762056	ECOLE SANS-FRONTIERES
371)	Montréal	762412	LEONARD-DE VINCI	762039	ECOLE LEONARD-DE VINCI
372)	Montréal	762496	PHILIPPE-LABARRE	762001	ECOLE PHILIPPE-LABARRE
373)	Montréal	762498	LUDGER DUVERNAY	762140	ECOLE LUDGER-DUVERNAY
374)	Montréal	762802	MAITRISE PETITS-CHANTEURS MT-R	762142	ECOLE NOTRE-DAME-DES-NEIGES
375)	Montréal	762850	H. MARIE-ENFANT	762205	ECOLE VICTOR-DORE
376)	Montréal	762852	H. SAINTE-JUSTINE	762212	H. SAINTE-JUSTINE
377)	Montréal	887026	DES NATIONS	762152	ECOLE DES NATIONS
378)	Marguerite-Bourgeoys	763002	ALGONQUIN	763002	ECOLE ALGONQUIN
379)	Marguerite-Bourgeoys	763003	AQUARELLE	763003	ECOLE AQUARELLE
380)	Marguerite-Bourgeoys	763004	BEAU SEJOUR	763004	ECOLE BEAU SEJOUR
381)	Marguerite-Bourgeoys	763005	BOIS-FRANC	763005	ECOLE BOIS-FRANC
382)	Marguerite-Bourgeoys	763007	EDOUARD LAURIN	763007	ECOLE EDOUARD-LAURIN
383)	Marguerite-Bourgeoys	763008	ENFANT-SOLEIL	763008	ECOLE ENFANT-SOLEIL
384)	Marguerite-Bourgeoys	763009	GUY DRUMMOND	763009	ECOLE GUY-DRUMMOND
385)	Marguerite-Bourgeoys	763010	HEBERT	763010	ECOLE HEBERT
386)	Marguerite-Bourgeoys	763011	HENRI BEAULIEU	763011	ECOLE HENRI-BEAULIEU
387)	Marguerite-Bourgeoys	763014	LAURENTIDE	763014	ECOLE LAURENTIDE
388)	Marguerite-Bourgeoys	763019	PRIMAIRE DE LA MOSAIQUE	763019	ECOLE PRIMAIRE DE LA MOSAIQUE
389)	Marguerite-Bourgeoys	763031	CHANOINE JOSEPH THEORET	763100	ECOLE CHANOINE-JOSEPH-THEORET
390)	Marguerite-Bourgeoys	763032	DES RAPIDES DE LACHINE	763101	ECOLE DES RAPIDES-DE-LACHINE
391)	Marguerite-Bourgeoys	763033	DU-GRAND-HERON	763102	ECOLE DU-GRAND-HERON
392)	Marguerite-Bourgeoys	763034	HENRI FOREST	763103	ECOLE HENRI-FOREST
393)	Marguerite-Bourgeoys	763036	JARDIN DES SAINTS-ANGES	763105	ECOLE JARDIN-DES-SAINTS-ANGES
394)	Marguerite-Bourgeoys	763037	LAURENDEAU DUNTON FRANÇAIS	763106	ECOLE LAURENDEAU-DUNTON
395)	Marguerite-Bourgeoys	763038	LAURIER MACDONALD	763107	ECOLE LAURIER-MACDONALD
396)	Marguerite-Bourgeoys	763039	LEVIS SAUVE	763108	ECOLE LEVIS-SAUVE
397)	Marguerite-Bourgeoys	763040	MARTIN	763109	ECOLE MARTIN-BELANGER
398)	Marguerite-Bourgeoys	763041	NOTRE-DAME-DE-LA-GARDE	763110	ECOLE NOTRE-DAME-DE-LA-GARDE
399)	Marguerite-Bourgeoys	763042	NOTRE-DAME-DE-LA-PAIX	763111	ECOLE NOTRE-DAME-DE-LA-PAIX
400)	Marguerite-Bourgeoys	763043	NOTRE-DAME-DE-LOURDES	763112	ECOLE NOTRE-DAME-DE-LOURDES
401)	Marguerite-Bourgeoys	763045	NOTRE-DAME-DES-SEPT-DOULEURS	763114	ECOLE N.-D.-DES-SEPT-DOULEURS
402)	Marguerite-Bourgeoys	763046	PAUL JARRY	763115	ECOLE PAUL-JARRY
403)	Marguerite-Bourgeoys	763047	PHILIPPE MORIN	763116	ECOLE PHILIPPE-MORIN
404)	Marguerite-Bourgeoys	763048	SAINTE-CATHERINE LABOURE	763117	ECOLE SAINTE-CATHERINE-LABOURE
405)	Marguerite-Bourgeoys	763049	SAINTE-GENEVIEVE	763118	ECOLE SAINTE-GENEVIEVE
406)	Marguerite-Bourgeoys	763050	TRES SAINT-SACREMENT	763120	ECOLE TRES-SAINT-SACREMENT
407)	Marguerite-Bourgeoys	763067	HARFANG-DES-NEIGES (P LAUZON)	763204	ECOLE HARFANG-DES-NEIGES
408)	Marguerite-Bourgeoys	763068	HARFANG-DES-NEIGES, PAV GOUIN	763204	ECOLE HARFANG-DES-NEIGES
409)	Marguerite-Bourgeoys	763076	PERCE-NEIGE	763213	ECOLE PERCE-NEIGE
410)	Marguerite-Bourgeoys	763095	BELANGER	763109	ECOLE MARTIN-BELANGER
411)	Marguerite-Bourgeoys	763106	NOTRE-DAME-DE-LA-GARDE ANNEXE1	763110	ECOLE NOTRE-DAME-DE-LA-GARDE
412)	Marguerite-Bourgeoys	888048	TERRE DES JEUNES	763119	ECOLE TERRE-DES-JEUNES
413)	Draveurs	771071	LE TRIOLET EDIFICE ST-ANTOINE	771010	ECOLE LE TRIOLET
414)	Draveurs	771072	LE TRIOLET ED STE-BERNADETTE	771010	ECOLE LE TRIOLET
415)	Draveurs	771073	LE TRIOLET ED MAT LEBLANC	771010	ECOLE LE TRIOLET
416)	Draveurs	771077	PARC-ECOLE RENAUD	771013	PARC-ECOLE RENAUD/ST-ROSAIRE
417)	Draveurs	771078	ST-ROSAIRE EDIFICE MGR LEMIEUX	771013	PARC-ECOLE RENAUD/ST-ROSAIRE
418)	Draveurs	771079	ST-ROSAIRE EDIFICE ST-ROSAIRE	771013	PARC-ECOLE RENAUD/ST-ROSAIRE
419)	Draveurs	771080	ST-ROSAIRE EDIFICE MAT PAQUIN	771013	PARC-ECOLE RENAUD/ST-ROSAIRE
420)	Draveurs	771094	SAINT-JUDE	771052	ECOLE SAINTE-ROSE/SAINT-JUDE
421)	Draveurs	771219	LE COTEAU	771002	ECOLE LE COTEAU
422)	Portages-de-l'Outaouais	772100	NOTRE-DAME	772017	ECOLE NOTRE-DAME
423)	Portages-de-l'Outaouais	772120	SAINT-PAUL	772013	ECOLE SAINT-PAUL
424)	Portages-de-l'Outaouais	772122	SAINT-REDEMPTEUR	772019	ECOLE SAINT-REDEMPTEUR

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425)	Portages-de-l'Outaouais	772125	JEAN-DE-BREBEUF	772005	ECOLE JEAN-DE-BREBEUF
426)	Portages-de-l'Outaouais	772132	PARC-DE-LA-MONTAGNE	772015	ECOLE PARC-DE-LA-MONTAGNE
427)	Coeur-des-Vallées	773001	ADRIEN GUILLAUME	773001	ECOLE ADRIEN-GUILLAUME
428)	Coeur-des-Vallées	773002	SAINT-COEUR-DE-MARIE	773002	ECOLE ST-COEUR-DE-MARIE
429)	Coeur-des-Vallées	773006	CENTRALE	773006	ECOLE CENTRALE
430)	Coeur-des-Vallées	773029	DU BOISE	773029	ECOLE DU BOISE
431)	Hauts-Bois-de-l'Outaouais	774001	SAINT-NOM-DE-MARIE	774003	COEUR-DE-LA-GATINEAU
432)	Hauts-Bois-de-l'Outaouais	774004	SAINTE-ANNE #1	774002	PRIMAIRE PONTIAC
433)	Hauts-Bois-de-l'Outaouais	774005	LAVAL	774004	ECOLE DE LA TREFLIERE
434)	Hauts-Bois-de-l'Outaouais	774006	NOTRE-DAME-DE-GRACE	774003	COEUR-DE-LA-GATINEAU
435)	Hauts-Bois-de-l'Outaouais	774007	SAINT-FRANCOIS-DE-SALES	774003	COEUR-DE-LA-GATINEAU
436)	Hauts-Bois-de-l'Outaouais	774008	SAINTE-MARIE	774002	PRIMAIRE PONTIAC
437)	Hauts-Bois-de-l'Outaouais	774009	SAINTE-CROIX	774004	ECOLE DE LA TREFLIERE
438)	Hauts-Bois-de-l'Outaouais	774010	PIE XII	774006	L'ETOILE-DU-NORD
439)	Hauts-Bois-de-l'Outaouais	774011	POUPORE	774002	PRIMAIRE PONTIAC
440)	Hauts-Bois-de-l'Outaouais	774013	COUVENT DU CHRIST-ROI	774006	L'ETOILE-DU-NORD
441)	Hauts-Bois-de-l'Outaouais	774019	SAINT-BONIFACE	774006	L'ETOILE-DU-NORD
442)	Hauts-Bois-de-l'Outaouais	774021	DOMINIQUE SAVIO	774006	L'ETOILE-DU-NORD
443)	Hauts-Bois-de-l'Outaouais	774023	SACRE-COEUR	774006	L'ETOILE-DU-NORD
444)	Hauts-Bois-de-l'Outaouais	774024	SAINTE-THERESE	774003	COEUR-DE-LA-GATINEAU
445)	Hauts-Bois-de-l'Outaouais	774027	L'ENVOLEE	774002	PRIMAIRE PONTIAC
446)	Hauts-Bois-de-l'Outaouais	774029	ACADEMIE SACRE-COEUR	774004	ECOLE DE LA TREFLIERE
447)	Hauts-Bois-de-l'Outaouais	774065	SACRE-COEUR	774003	COEUR-DE-LA-GATINEAU
448)	Lac-Témiscamingue	781036	NOTRE-DAME	781036	ECOLE BEARN-FABRE
449)	Lac-Témiscamingue	781038	SAINT-ANDRE	781038	EC. BELLETERRE-LAFORCE-MOFFET
450)	Lac-Témiscamingue	781040	L'ASSOMPTION	781036	ECOLE BEARN-FABRE
451)	Lac-Témiscamingue	781042	NOTRE-DAME-DE-L'ASSOMPTION	781042	ECOLE ANGLIERS-FUGEREVILLE
452)	Lac-Témiscamingue	781043	SAINT-GABRIEL	781043	ECOLE LE TRIOLET
453)	Lac-Témiscamingue	781045	LAFORCE (CENTRALE)	781038	EC. BELLETERRE-LAFORCE-MOFFET
454)	Lac-Témiscamingue	781051	SAINTE-ANNE	781038	EC. BELLETERRE-LAFORCE-MOFFET
455)	Lac-Témiscamingue	781053	SAINT-JOSEPH	781053	ECOLE NOTRE-DAME-DU-NORD
456)	Lac-Témiscamingue	781056	NOTRE-DAME-DE-LIESSE	781048	ECOLE LAVERLOCHERE-ST-EUGENE
457)	Lac-Témiscamingue	781066	SAINT-LOUIS	781043	ECOLE LE TRIOLET
458)	Lac-Témiscamingue	781807	SAINT-VIATEUR	781042	ECOLE ANGLIERS-FUGEREVILLE
459)	Lac-Témiscamingue	781814	SAINTE-BERNADETTE	781043	ECOLE LE TRIOLET
460)	Rouyn-Noranda	782002	IMMACULEE-CONCEPTION	782002	ECOLE IMMACULEE-CONCEPTION
461)	Harricana	783004	MORENCY	783007	ECOLE LAUNAY - VILLEMONTTEL
462)	Harricana	783005	NOTRE-DAME-DE-FATIMA	783020	ECOLE NOTRE-DAME-DE-FATIMA
463)	Harricana	783014	SAINTE-THERESE	783007	ECOLE LAUNAY - VILLEMONTTEL
464)	Harricana	783023	NOTRE-DAME DES ECOLES	783017	ECOLE ST-FELIX - ST-DOMINIQUE
465)	Harricana	783024	NOTRE-DAME-DU-ROSAIRE	783017	ECOLE ST-FELIX - ST-DOMINIQUE
466)	Harricana	783029	SAINT-THOMAS-D'AQUIN	783009	ECOLE DE BERRY
467)	Harricana	783036	NOTRE-DAME-DU-SACRE-COEUR	783011	ECOLE N-D-DU-SACRE-COEUR
468)	Harricana	783042	NOTRE-DAME-DE-LOURDES	783010	ECOLE DE LA MORANDIERE
469)	Or-et-des-Bois	784002	PAVILLON SAINT-PAUL	784007	ECOLE CHANOINE-DELISLE
470)	Or-et-des-Bois	784008	RENAUD	784015	ECOLE SAINT-MARTIN
471)	Or-et-des-Bois	784009	SAINT-MARTIN	784015	ECOLE SAINT-MARTIN
472)	Or-et-des-Bois	784016	NOTRE-DAME-DE-L'ASSOMPTION	784009	ECOLE N.-D.-DE-L'ASSOMPTION
473)	Or-et-des-Bois	784020	SAINT-SAUVEUR	784001	ECOLE SAINT-SAUVEUR
474)	Or-et-des-Bois	784026	SAINT-ISIDORE	784014	ECOLE SAINT-ISIDORE
475)	Or-et-des-Bois	784089	PAVILLON CHANOINE-DELISLE	784007	ECOLE CHANOINE-DELISLE
476)	Lac-Abitibi	785005	PAVILLON VICTOR CORMIER	785005	ECOLE DE L'ENVOL
477)	Lac-Abitibi	785007	PAVILLON DE GALLICHAN	785007	ECOLE DU MAILLON
478)	Lac-Abitibi	785008	PAVILLON DE TASCHEREAU	785008	ECOLE BELLEFEUILLE
479)	Lac-Abitibi	785009	PAVILLON TREMBLAY	785004	ECOLE DU ROYAL-ROUSSILLON
480)	Lac-Abitibi	785010	PAV ACADEMIE DE L'ASSOMPTION	785005	ECOLE DE L'ENVOL
481)	Lac-Abitibi	785011	PAVILLON DE PALMAROLLE	785001	ECOLE DAGENAI
482)	Lac-Abitibi	785012	PAVILLON DE DUPUY	785002	ECOLE DES QUATRE-CANTONS
483)	Lac-Abitibi	785016	PAVILLON MORENCY	785006	ECOLE ABANA
484)	Lac-Abitibi	785017	PAVILLON DE ROQUEMAURE	785007	ECOLE DU MAILLON
485)	Lac-Abitibi	785018	PAVILLON DE CHAZEL	785008	ECOLE BELLEFEUILLE
486)	Lac-Abitibi	785019	PAVILLON DE POULARIES	785008	ECOLE BELLEFEUILLE
487)	Lac-Abitibi	785020	PAVILLON DE CLERMONT	785002	ECOLE DES QUATRE-CANTONS

	Name of school board	Building code	Name of building	School code	Name of school
488)	Lac-Abitibi	785021	PAVILLON EDOUARD-LEMOINE	785001	ECOLE DAGENAIS
489)	Lac-Abitibi	785022	PAVILLON DE LA REINE	785002	ECOLE DES QUATRE-CANTONS
490)	Lac-Abitibi	785027	PAVILLON DE STE-GERMAINE-BOULE	785007	ECOLE DU MAILLON
491)	Lac-Abitibi	785028	PAVILLON D'AUTHIER-NORD	785008	ECOLE BELLEFEUILLE
492)	Lac-Abitibi	785032	PAVILLON DE MANCEBOURG	785002	ECOLE DES QUATRE-CANTONS
493)	Lac-Abitibi	785037	PAVILLON DE DUPARQUET (NOUV)	785007	ECOLE DU MAILLON
494)	Estuaire	791002	MGR BOUCHARD	791002	ECOLE MGR-BOUCHARD
495)	Estuaire	791006	SAINT-COEUR-DE-MARIE	791006	ECOLE SAINT-COEUR-DE-MARIE
496)	Estuaire	791008	NOTRE-DAME-DU-BON-CONSEIL	791008	ECOLE N.-D.-DU-BON-CONSEIL
497)	Estuaire	791011	RICHARD & C. M.	791011	ECOLE RICHARD
498)	Estuaire	791012	MGR LABRIE	791011	ECOLE RICHARD
499)	Estuaire	791015	SAINTE-MARIE	791015	ECOLE SAINTE-MARIE
500)	Estuaire	791016	PAVILLON MGR LABRIE	791016	ECOLE MGR-LABRIE
501)	Estuaire	791018	SAINT-JOSEPH	791018	ECOLE SAINT-JOSEPH
502)	Estuaire	791032	PERE DUCLOS	791032	ECOLE PERE-DUCLOS
503)	Estuaire	791036	DOMINIQUE SAVIO	791036	ECOLE DOMINIQUE-SAVIO
504)	Estuaire	791037	ST-JOSEPH ET C. A.	791037	ECOLE SAINT-JOSEPH
505)	Estuaire	791039	MARIE-IMMACULEE	791039	ECOLE MARIE-IMMACULEE
506)	Estuaire	791041	NOTRE-DAME-DU-SACRE-COEUR	791041	ECOLE N.-D.-DU-SACRE-COEUR
507)	Estuaire	791068	SAINT-LUC	791068	ECOLE SAINT-LUC
508)	Estuaire	791078	LA MAREE	791078	ECOLE LA MAREE
509)	Estuaire	791080	LES DUNES	791080	ECOLE LES DUNES
510)	Fer	792015	MERE D'YOUVILLE	792015	ECOLE MERE-D'YOUVILLE
511)	Fer	792018	SAINT-ALEXANDRE	792018	ECOLE SAINT-ALEXANDRE
512)	Fer	792019	DOMINIQUE SAVIO	792019	ECOLE DOMINIQUE-SAVIO
513)	Fer	792020	NOTRE-DAME	792020	ECOLE NOTRE-DAME
514)	Fer	792030	MGR BLANCHE	792034	ECOLE GAMACHE / MGR-BLANCHE
515)	Fer	792034	GAMACHE	792034	ECOLE GAMACHE / MGR-BLANCHE
516)	Fer	792039	MARIE-IMMACULEE	792039	ECOLE MARIE-IMMACULEE
517)	Fer	792064	BOIS-JOLI	792064	ECOLE BOIS-JOLI
518)	Moyenne-Côte-Nord	793002	NOTRE-DAME-DES-ANGES	793003	ECOLE ROGER-MARTINEAU
519)	Moyenne-Côte-Nord	793003	NOTRE-DAME-DE-LA-CONFIANCE	793009	ECOLE DES RIVERAINS
520)	Moyenne-Côte-Nord	793006	SAINT-FRANCOIS D'ASSISE	793009	ECOLE DES RIVERAINS
521)	Moyenne-Côte-Nord	793007	SAINT-FRANCOIS REGIS	793010	ECOLE LESTRAT
522)	Moyenne-Côte-Nord	793008	NOTRE-DAME-DE-GRACE	793003	ECOLE ROGER-MARTINEAU
523)	Moyenne-Côte-Nord	793013	LOUIS GARNIER	793004	ECOLE HUNAUT
524)	Baie-James	801038	SAINT-DOMINIQUE-SAVIO	801005	ECOLE ST-DOMINIQUE-SAVIO
525)	Îles	811006	STELLA MARIS	811008	ECOLE STELLA-MARIS
526)	Îles	811016	MARGUERITE D'YOUVILLE	811004	ECOLE MARGUERITE D'YOUVILLE
527)	Chic-Chocs	812001	DE L'ESCABELLE	812001	ECOLE DE L'ESCABELLE
528)	Chic-Chocs	812002	SAINT-NORBERT	812001	ECOLE DE L'ESCABELLE
529)	Chic-Chocs	812004	NOTRE-DAME-DE-LIESSE	812044	ECOLE NOTRE-DAME-DE-LIESSE
530)	Chic-Chocs	812005	DE L'ANSE	812005	ECOLE DE L'ANSE
531)	Chic-Chocs	812006	GABRIEL-LE COURTOIS	812006	ECOLE GABRIEL-LE COURTOIS
532)	Chic-Chocs	812009	DES BOIS-ET-MAREES	812009	ECOLE DES BOIS-ET-MAREES
533)	Chic-Chocs	812013	NOTRE-DAME-DES-NEIGES	812013	ECOLE NOTRE-DAME-DES-NEIGES
534)	Chic-Chocs	812015	SAINT-MAXIME	812015	ECOLE SAINT-MAXIME
535)	Chic-Chocs	812017	SAINT-ANTOINE	812017	ECOLE SAINT-ANTOINE
536)	Chic-Chocs	812021	DES PROSPECTEURS	812021	ECOLE DES PROSPECTEURS
537)	Chic-Chocs	812024	DU P'TIT BONHEUR	812025	ESDRAS-MINVILLE-P'TIT BONHEUR
538)	Chic-Chocs	812027	COUVENT NOTRE-DAME	812027	ECOLE NOTRE-DAME
539)	Chic-Chocs	812029	SAINT-PAUL	812029	ECOLE SAINT-PAUL
540)	Chic-Chocs	812031	AUX QUATRE-VENTS	812031	ECOLE AUX QUATRE-VENTS
541)	Chic-Chocs	812036	SAINT-JOSEPH-ALBAN	812036	ECOLE SAINT-JOSEPH-ALBAN
542)	René-Lévesque	813002	SAINT-MICHEL	813002	ECOLE SAINT-MICHEL
543)	René-Lévesque	813003	COUVENT DE L'ASSOMPTION	813003	ECOLE L'ASSOMPTION
544)	René-Lévesque	813004	SAINTE-MARIE	813004	ECOLE SAINTE-MARIE
545)	René-Lévesque	813005	COUVENT DU BON-PASTEUR	813005	ECOLE BON-PASTEUR
546)	René-Lévesque	813008	COUVENT DU BON-PASTEUR	813006	COLLEGE NOTRE-DAME
547)	René-Lévesque	813009	SAINT-PAUL	813011	ECOLE SAINT-PAUL
548)	René-Lévesque	813012	SAINT-JOSEPH - SAINT-PATRICK	813015	ECOLE ST-JOSEPH
549)	René-Lévesque	813013	SACRE-COEUR	813017	ECOLE SACRE-COEUR
550)	René-Lévesque	813014	SAINT-BERNARD	813018	ECOLE SAINT-BERNARD

	Name of school board	Building code	Name of building	School code	Name of school
551)	René-Lévesque	813015	LE PHARE	813019	ECOLE LE PHARE
552)	René-Lévesque	813017	LA FALAISE	813020	ECOLE LA FALAISE
553)	René-Lévesque	813019	POLYV PASPEBIAC ET LA SOURCE	813021	ECOLE SAINT-PIE X ET LA SOURCE
				813022	ECOLE POLYVALENTE DE PASPEBIAC
554)	René-Lévesque	813021	PRIMAIRE SAINT-PIE X	813021	ECOLE SAINT-PIE X ET LA SOURCE
555)	René-Lévesque	813040	PERE-PACIFIQUE	813041	ECOLE PERE-PACIFIQUE
556)	René-Lévesque	813041	DES DEUX-RIVIERES	813042	ECOLE DES DEUX-RIVIERES
557)	René-Lévesque	813042	SAINT-ALEXIS (CENTRALE)	813042	ECOLE DES DEUX-RIVIERES
558)	René-Lévesque	813043	SAINT-FRANCOIS (CENTRALE)	813045	ECOLE DU PLATEAU ST-FRANCOIS
559)	Côte-du-Sud	821010	PROVENCHER	821110	EC. PROVENCHER/MARG.D'YOUVILLE
560)	Côte-du-Sud	821011	MARGUERITE-D'YOUVILLE	821110	EC. PROVENCHER/MARG.D'YOUVILLE
561)	Côte-du-Sud	821012	FLEURIBEL	821112	ECOLE FLEURIBEL
562)	Côte-du-Sud	821015	DES MEANDRES	821115	ECOLE DES MEANDRES
563)	Côte-du-Sud	821024	LA SOURCE	821124	ECOLE LA SOURCE
564)	Côte-du-Sud	821025	NOUVELLE CADIE	821125	ECOLE NOUVELLE-CADIE
565)	Côte-du-Sud	821030	BELLE-VUE	821130	ECOLE BELLE-VUE
566)	Côte-du-Sud	821031	SAINT-LOUIS	821131	ECOLE SAINT-LOUIS
567)	Côte-du-Sud	821032	BON VENT	821132	ECOLE BON VENT
568)	Côte-du-Sud	821033	REFLET DES MONTS	821133	ECOLE REFLET DES MONTS
569)	Côte-du-Sud	821054	COUVENT SAINT-DAMASE	821153	EC. AUBERT G./ST-DAMASE/ST-CYR
570)	Côte-du-Sud	821060	DE LA COLLINE	821160	EC. DE LA COLLINE/STE-APOLLINE
571)	Côte-du-Sud	821062	CHANOINE FERLAND	821162	EC. C.FERLAND/ST-JUST/STE-LUCI
572)	Côte-du-Sud	821063	SAINT-JUST	821162	EC. C.FERLAND/ST-JUST/STE-LUCI
573)	Côte-du-Sud	821064	SAINTE-LUCIE	821162	EC. C.FERLAND/ST-JUST/STE-LUCI
574)	Côte-du-Sud	821065	STE-APOLLINE-DE-PATTON (CENT)	821160	EC. DE LA COLLINE/STE-APOLLINE
575)	Côte-du-Sud	821070	SAINT-MARCEL	821170	EC. ST-MARC/ST-ADALB/STE-FELIC
576)	Côte-du-Sud	821071	SAINTE-FELICITE	821170	EC. ST-MARC/ST-ADALB/STE-FELIC
577)	Côte-du-Sud	821073	SAINT-ADALBERT	821170	EC. ST-MARC/ST-ADALB/STE-FELIC
578)	Côte-du-Sud	821074	SAINT-JOSEPH	821174	ECOLE SAINT-JOSEPH
579)	Côte-du-Sud	821075	SAINTE-PERPETUE	821175	EC. SAINTE-PERPETUE/TOURVILLE
580)	Côte-du-Sud	821076	TOURVILLE	821175	EC. SAINTE-PERPETUE/TOURVILLE
581)	L'Amiante	822008	SAINT-NOM-DE-JESUS	822010	ECOLE SAINT-NOM-DE-JESUS
582)	L'Amiante	822012	SAINTE-LUCE	822012	ECOLE STE-LUCE
583)	L'Amiante	822017	SAINTE-BERNADETTE	822014	ECOLE SAINTE-BERNADETTE
584)	L'Amiante	822020	DOMINIQUE-SAVIO	822011	ECOLE DOMINIQUE SAVIO
585)	Beauce-Etchemin	823003	GRANDE-COUDEE	823081	ECOLE GRANDE-COUDEE
586)	Beauce-Etchemin	823020	DES LUTINS	823089	ECOLE PRIMAIRE DE SAINT-GEDEON
587)	Beauce-Etchemin	823021	SAINT-LOUIS	823093	ECOLE DE LA HAUTE-BEAUCE
588)	Beauce-Etchemin	823026	L'ECOLINIERE	823080	ECOLE KENNEBEC
589)	Beauce-Etchemin	823031	ARC-EN-CIEL DE SAINT-CAMILLE	823031	ECOLE ARC-EN-CIEL, ST-CAMILLE
590)	Beauce-Etchemin	823032	RAYONS-DE-SOLEIL	823032	ECOLE RAYONS-DE-SOLEIL
591)	Beauce-Etchemin	823034	PETITE-ABEILLE	823034	ECOLE PETITE-ABEILLE
592)	Beauce-Etchemin	823035	DOMINIQUE-SAVIO	823035	ECOLE PRIMAIRE DE STE-JUSTINE
593)	Beauce-Etchemin	823036	FLEURS-DE-SOLEIL	823035	ECOLE PRIMAIRE DE STE-JUSTINE
594)	Beauce-Etchemin	823040	DU PETIT-CHERCHEUR	823040	ECOLE DU PETIT-CHERCHEUR
595)	Beauce-Etchemin	823041	LA TOURTERELLE	823041	ECOLE LA TOURTERELLE
596)	Beauce-Etchemin	823044	JOUVENCE	823044	ECOLE JOUVENCE
597)	Beauce-Etchemin	823080	KENNEBEC	823080	ECOLE KENNEBEC
598)	Beauce-Etchemin	823081	MARTINOISE	823081	ECOLE GRANDE-COUDEE
599)	Beauce-Etchemin	823084	SAINTE-THERESE	823084	ECOLE SAINTE-THERESE
600)	Beauce-Etchemin	823086	DES BOIS-FRANCS	823086	ECOLE DES BOIS-FRANCS
601)	Beauce-Etchemin	823087	BELLARMIN	823087	ECOLE BELLARMIN
602)	Beauce-Etchemin	823088	NAZARETH	823088	ECOLE NAZARETH
603)	Beauce-Etchemin	823089	DES JOYEUX-COMPAGNONS	823089	ECOLE PRIMAIRE DE SAINT-GEDEON
604)	Beauce-Etchemin	823090	SAINTE-MARTINE	823093	ECOLE DE LA HAUTE-BEAUCE
605)	Beauce-Etchemin	823093	ROY	823093	ECOLE DE LA HAUTE-BEAUCE
606)	Beauce-Etchemin	823096	HARMONIE	823096	ECOLE HARMONIE
607)	Beauce-Etchemin	823097	CURE-BEAUDET	823097	ECOLE CURE-BEAUDET
608)	Beauce-Etchemin	823098	NOTRE-DAME-DU-ROSAIRE	823098	ECOLE NOTRE-DAME-DU-ROSAIRE
609)	Beauce-Etchemin	823099	BEAUSOLEIL	823093	ECOLE DE LA HAUTE-BEAUCE
610)	Navigateurs	824024	L'AMITIE	824170	ECOLE ETIENNE-CHARTIER
611)	Navigateurs	824026	ETIENNE-CHARTIER	824170	ECOLE ETIENNE-CHARTIER
612)	Navigateurs	824850	ILOT DES APPALACHES	824210	ECOLE L'ILOT DES APPALACHES

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613)	Laval	831055	SAINT-GILLES	831055	ECOLE SAINT-GILLES
614)	Laval	831056	SAINT-CHRISTOPHE	831056	ECOLE SAINT-CHRISTOPHE
615)	Laval	831059	SAINT-GERARD	831059	ECOLE SAINT-GERARD
616)	Laval	831062	SAINTE-CECILE	831062	ECOLE SAINTE-CECILE
617)	Laval	831064	LEON-GUILBAULT	831064	ECOLE LEON-GUILBAULT
618)	Laval	831068	SIMON-VANIER	831068	ECOLE SIMON-VANIER
619)	Laval	831074	SAINT-NORBERT	831074	ECOLE SAINT-NORBERT
620)	Laval	831077	BEAU SEJOUR	831077	ECOLE BEAU-SEJOUR
621)	Laval	831078	MGR LAVAL	831078	ECOLE MONSEIGNEUR-LAVAL
622)	Laval	831082	L'HARMONIE	831082	ECOLE L'HARMONIE
623)	Laval	831083	SAINT-PAUL	831083	ECOLE SAINT-PAUL
624)	Laval	831110	ALPHONSE-DESJARDINS	831055	ECOLE SAINT-GILLES
625)	Laval	831117	MARCEL-VAILLANCOURT	831091	ECOLE MARCEL VAILLANCOURT
626)	Affluents	841055	SAINT-GUILLAUME	841055	ECOLE SAINT-GUILLAUME
627)	Affluents	841057	MGR MONGEAU	841057	ECOLE MGR MONGEAU
628)	Affluents	841104	NOTRE-DAME	841104	ECOLE NOTRE-DAME
629)	Samares	842001	L'AUBIER	842001	ECOLE L'AUBIER
630)	Samares	842004	SAINTE-ANNE	842004	ECOLE SAINTE-ANNE
631)	Samares	842013	REINE-MARIE NO II	842013	EC. DES GRANDS VENTS
632)	Samares	842014	REINE-MARIE NO I	842013	EC. DES GRANDS VENTS
633)	Samares	842015	DES EXPLORATEURS	842015	ECOLE DES EXPLORATEURS
634)	Samares	842016	SAINT-COEUR-DE-MARIE	842016	ECOLE SAINT-COEUR-DE-MARIE
635)	Samares	842029	AMI-SOLEIL	842029	ECOLE AMI-SOLEIL
636)	Samares	842031	BERARD	842031	ECOLE BERARD
637)	Samares	842033	YOUVILLE	842033	ECOLE YOUVILLE
638)	Samares	842035	GERMAIN CARON	842035	ECOLE GERMAIN-CARON
639)	Samares	842040	SAINT-JEAN-BAPTISTE	842040	ECOLE SAINT-JEAN-BAPTISTE
640)	Samares	842041	SAINT-ALPHONSE	842041	ECOLE DE SAINT-ALPHONSE
641)	Samares	842044	NOTRE-DAME-DE-FATIMA	842015	ECOLE DES EXPLORATEURS
642)	Samares	842047	DE SAINT-COME	842047	ECOLE DE SAINT-COME
643)	Samares	842048	SAINTE-MARCELLINE	842048	ECOLE DE SAINTE-MARCELLINE
644)	Samares	842049	SAINT-THEODORE-DE-CHERTSEY	842049	ECOLE ST-THEODORE-DE-CHERTSEY
645)	Samares	842050	DE NOTRE-DAME-DE-LA-MERCI	842050	ECOLE NOTRE-DAME-DE-LA-MERCI
646)	Samares	842051	DE SAINT-EMILE	842050	ECOLE NOTRE-DAME-DE-LA-MERCI
647)	Samares	842052	SIR-WILFRID-LAURIER	842052	ECOLE SIR-WILFRID-LAURIER
648)	Samares	842053	DE L'ARC-EN-CIEL	842053	ECOLE DE L'ARC-EN-CIEL
649)	Samares	842058	LOUIS-JOSEPH-MARTEL	842058	ECOLE LOUIS-JOSEPH-MARTEL
650)	Samares	842059	NOTRE-DAME	842059	ECOLE NOTRE-DAME
651)	Samares	842086	NOTRE-DAME-DU-SACRE-COEUR	842086	ECOLE N.-D.-DU-SACRE-COEUR
652)	Samares	842114	SACRE-COEUR	842013	EC. DES GRANDS VENTS
653)	Samares	842118	DES BOUTONS-D'OR	842015	ECOLE DES EXPLORATEURS
654)	Samares	842119	DE L'OISEAU-BLEU	842119	ECOLE L'OISEAU-BLEU
655)	Samares	842123	LA GENTIANE	842058	ECOLE LOUIS-JOSEPH-MARTEL
656)	Samares	842125	DU CARREFOUR-DES-LACS	842125	ECOLE DU CARREFOUR-DES-LACS
657)	Seigneurie-des-Mille-Îles	851003	DES PRIMEVERES	851211	ECOLE DES PRIMEVERES
658)	Seigneurie-des-Mille-Îlesla	851021	CURE-PAQUIN	851249	ECOLE CURE-PAQUIN
659)	Seigneurie-des-Mille-Îles	851026	DE LA CLAIRIERE	851276	ECOLE DE LA CLAIRIERE
660)	Seigneurie-des-Mille-Îles	851040	LIONEL BERTRAND	851271	ECOLE LE TANDEM
661)	Seigneurie-des-Mille-Îles	851042	AUGUSTIN CHARLEBOIS	851271	ECOLE LE TANDEM
662)	Seigneurie-des-Mille-Îles	851049	SAINT-PIERRE	851217	ECOLE SAINT-PIERRE
663)	Rivière-du-Nord	852001	BOUCHARD	852057	ECOLE BOUCHARD
664)	Rivière-du-Nord	852006	DANSEREAU	852058	ECOLE DANSEREAU - SAINT-MARTIN
665)	Rivière-du-Nord	852007	SAINT-MARTIN	852058	ECOLE DANSEREAU - SAINT-MARTIN
666)	Rivière-du-Nord	852010	SAINT-ALEXANDRE	852055	ECOLE SAINT-ALEXANDRE
667)	Rivière-du-Nord	852014	SAINT-JULIEN	852056	ECOLE SAINT-JULIEN
668)	Rivière-du-Nord	852016	L'OASIS	852052	ECOLE L'OASIS
669)	Rivière-du-Nord	852026	JEAN MOREAU	852019	ECOLE JEAN MOREAU
670)	Rivière-du-Nord	852028	DES HAUTEURS	852022	ECOLE DES HAUTEURS
671)	Rivière-du-Nord	852038	DE LA DURANTAYE	852001	ECOLE DE LA DURANTAYE
672)	Rivière-du-Nord	852042	SAINTE-PAULE	852015	ECOLE SAINTE-PAULE
673)	Rivière-du-Nord	852043	SAINT-JEAN-BAPTISTE	852009	ECOLE SAINT-JEAN-BAPTISTE
				852028	ECOLE LA FOURMILIERE
674)	Rivière-du-Nord	852044	SAINT-JOSEPH	852012	ECOLE SAINT-JOSEPH

	Name of school board	Building code	Name of building	School code	Name of school
675)	Rivière-du-Nord	852046	NOTRE-DAME	852006	ECOLE NOTRE-DAME
676)	Rivière-du-Nord	852084	DU JOLI-BOIS	852036	ECOLE DU JOLI-BOIS
677)	Rivière-du-Nord	852801	CENTRE DE JOUR	852001	ECOLE DE LA DURANTAYE
678)	Laurentides	853010	L'ARC-EN-CIEL	853012	ECOLE L'ARC-EN-CIEL
679)	Laurentides	853012	LE CARREFOUR	853013	ECOLE LE CARREFOUR
680)	Laurentides	853021	COLLEGE SACRE-COEUR	853004	ECOLE SACRE-COEUR
681)	Laurentides	853022	NOTRE-DAME-DE-LOURDES	853004	ECOLE SACRE-COEUR
682)	Laurentides	853023	STE-BERNADETTE	853004	ECOLE SACRE-COEUR
683)	Laurentides	853038	MGR LIONEL-SCHEFFER	853027	ECOLE MGR-OVIDE-CHARLEBOIS
684)	Laurentides	853039	MGR OVIDE CHARLEBOIS	853027	ECOLE MGR-OVIDE-CHARLEBOIS
685)	Laurentides	853852	ACCUEIL VERT-PRE	853031	CENTRE D'ACCUEIL VERT-PRE
686)	Pierre-Neveu	854030	DE L'AMITIE	854005	ECOLE DE L'AMITIE
687)	Pierre-Neveu	854032	NOTRE-DAME	854004	LAC-DES-ILES - N.-D. PONTMAIN
688)	Pierre-Neveu	854034	SAINT-ROSAIRE	854009	ECOLE DES TROIS SENTIERS
689)	Pierre-Neveu	854036	SAINT-GERARD	854015	ECOLE KIAMIKA ET VAL-BARRETTE
690)	Pierre-Neveu	854038	NOTRE-DAME-DES-ANGES	854004	LAC-DES-ILES - N.-D. PONTMAIN
691)	Pierre-Neveu	854040	CHRIST-ROI	854009	ECOLE DES TROIS SENTIERS
692)	Pierre-Neveu	854043	SAINT-JOSEPH	854015	ECOLE KIAMIKA ET VAL-BARRETTE
693)	Pierre-Neveu	854045	PAVILLON SAINT-FRANCOIS	854006	ECOLE LE TRIOLET
694)	Pierre-Neveu	854046	PAVILLON NOTRE-DAME	854006	ECOLE LE TRIOLET
695)	Pierre-Neveu	854047	SAINT-JOACHIM	854007	ECOLE VAL-DES-LACS
696)	Pierre-Neveu	854048	SAINT-JEAN-EVANGELISTE	854007	ECOLE VAL-DES-LACS
697)	Pierre-Neveu	854049	JEAN XXIII	854010	ECOLE JEAN XXIII
698)	Pierre-Neveu	854050	DE LA CARRIERE	854001	ECOLE DE LA CARRIERE
699)	Pierre-Neveu	854052	SAINT-EUGENE	854014	ECOLE ST-EUGENE
700)	Pierre-Neveu	854055	LA MADONE	854001	ECOLE DE LA CARRIERE
701)	Pierre-Neveu	854056	HENRI-BOURASSA	854002	PAVILLON HENRI-BOURASSA
702)	Pierre-Neveu	854057	NOTRE-DAME-DU-SAINT-SACREMENT	854003	ECOLE FERME-NEUVE
703)	Pierre-Neveu	854058	SACRE-COEUR	854003	ECOLE FERME-NEUVE
704)	Pierre-Neveu	854059	ACADEMIE SACRE-COEUR	854008	ECOLE DES RIVIERES
705)	Pierre-Neveu	854062	SAINTE-ANNE	854008	ECOLE DES RIVIERES
706)	Sorel-Tracy	861005	MARIA-GORETTI	861024	ECOLE MARIA-GORETTI
707)	Sorel-Tracy	861014	MGR-BRUNAULT	861036	ECOLE MONSEIGNEUR-BRUNAULT
708)	Sorel-Tracy	861019	NOTRE-DAME	861034	ECOLE INSTITUTIONNELLE YAMASKA
709)	Sorel-Tracy	861020	SAINT-GABRIEL	861034	ECOLE INSTITUTIONNELLE YAMASKA
710)	Sorel-Tracy	861021	SAINTE-ANNE-LES-ILES	861030	ECOLE SAINTE-ANNE-LES-ILES
711)	Sorel-Tracy	861022	MARTEL & C. A.	861054	ECOLE MARTEL
712)	Saint-Hyacinthe	862001	SAINT-JEAN-BAPTISTE	862144	ECOLE SAINT-JEAN-BAPTISTE
713)	Saint-Hyacinthe	862004	NOTRE-DAME	862143	ECOLE NOTRE-DAME
714)	Saint-Hyacinthe	862007	SAINT-ANDRÉ	862141	ECOLE SAINT-ANDRE
715)	Saint-Hyacinthe	862008	ROGER-LABREQUE	862140	ECOLE ROGER-LABREQUE
716)	Saint-Hyacinthe	862010	SAINT-THEODORE-D'ACTON	862142	ECOLE SAINT-THEODORE-D'ACTON
717)	Saint-Hyacinthe	862028	LAFONTAINE	862207	ECOLE LAFONTAINE
718)	Saint-Hyacinthe	862031	LAROCQUE	862208	ECOLE LAROCQUE
719)	Saint-Hyacinthe	862049	PAVILLON SAINT-JUDE	862205	ECOLE AUX QUATRE-VENTS
720)	Saint-Hyacinthe	862051	PAVILLON SAINT-BARNABE-SUD	862205	ECOLE AUX QUATRE-VENTS
721)	Saint-Hyacinthe	862064	SAINT-EPHREM	862116	ECOLE SAINT-EPHREM
722)	Saint-Hyacinthe	862067	SAINT-NAZAIRE	862111	ECOLE SAINT-NAZAIRE
723)	Saint-Hyacinthe	862068	PLEIN-SOLEIL	862109	ECOLE PLEIN-SOLEIL
724)	Saint-Hyacinthe	862070	NOTRE-DAME-DE-LA-PAIX	862104	ECOLE NOTRE-DAME-DE-LA-PAIX
725)	Saint-Hyacinthe	862072	PAVILLON SAINT-HUGUES	862103	ECOLE ST-HUGUES - ST-MARCEL
726)	Saint-Hyacinthe	862073	PAVILLON SAINT-MARCEL	862103	ECOLE ST-HUGUES - ST-MARCEL
727)	Hautes-Rivières	863002	SAINT-MICHEL	863002	ECOLE SAINT-MICHEL
728)	Hautes-Rivières	863027	SAINTE-ANNE	863027	ECOLE SAINTE-ANNE
729)	Marie-Victorin	864001	ADRIEN-GAMACHE	864001	ECOLE ADRIEN-GAMACHE
730)	Marie-Victorin	864005	BOURGEOYS-CHAMPAGNAT	864005	ECOLE BOURGEOYS-CHAMPAGNAT
				864047	ECOLE PLEIN-SOLEIL
731)	Marie-Victorin	864006	CARILLON	864006	ECOLE CARILLON
732)	Marie-Victorin	864009	CHRIST-ROI	864009	ECOLE CHRIST-ROI
733)	Marie-Victorin	864015	DES QUATRE-VENTS	864015	ECOLE DES QUATRE-VENTS
734)	Marie-Victorin	864027	HUBERT-PERRON	864027	ECOLE HUBERT-PERRON
735)	Marie-Victorin	864029	JEAN-DE LALANDE	864029	ECOLE JEAN-DE LALANDE
736)	Marie-Victorin	864033	LAJEUNESSE	864033	ECOLE LAJEUNESSE

	Name of school board	Building code	Name of building	School code	Name of school
737)	Marie-Victorin	864038	LIONEL-GROULX	864038	ECOLE LIONEL-GROULX
738)	Marie-Victorin	864041	MAURICE-L -DUPLESSIS	864041	ECOLE MAURICE-L. DUPLESSIS
739)	Marie-Victorin	864042	MONSEIGNEUR-FORGET	864042	ECOLE MONSEIGNEUR-FORGET
740)	Marie-Victorin	864044	PAUL-DE MARICOURT	864044	ECOLE PAUL-DE MARICOURT
741)	Marie-Victorin	864053	SAINTE-AGNES	864053	ECOLE SAINTE-AGNES
742)	Marie-Victorin	864054	SAINTE-CLAIRE	864054	ECOLE SAINTE-CLAIRE
				864061	ECOLE TOURTERELLE
743)	Marie-Victorin	864057	SAMUEL-DE CHAMPLAIN	864057	ECOLE SAMUEL-DE CHAMPLAIN
				864062	ECOLE LES PETITS-CASTORS
744)	Marie-Victorin	864060	DU TOURNESOL	864060	ECOLE DU TOURNESOL
745)	Marie-Victorin	864072	DE LA FARANDOLE	864011	ECOLE DE LA FARANDOLE
746)	Marie-Victorin	864092	DE CHAMBLY le 25	864010	ECOLE CURE-LEQUIN
				864110	ECOLE SAINT-JUDE
747)	Marie-Victorin	884030	SAINT-LAMBERT	864051	ECOLE ST-LAMBERT
748)	Patriotes	865054	FRANCOIS-WILLIAMS	865190	ECOLE SEC. FRANCOIS-WILLIAMS
749)	Patriotes	865055	LE SABLIER	865191	ECOLE LE SABLIER
750)	Patriotes	865056	DE L'ENVOLEE	865192	ECOLE DE L'ENVOLEE
751)	Val-des-Cerfs	866016	SAINTE-CÉCILE	866016	ECOLE SAINTE-CÉCILE
752)	Val-des-Cerfs	866025	SAINT-ROMUALD	866025	ECOLE SAINT-ROMUALD
753)	Val-des-Cerfs	866030	SAINT-JACQUES	866030	ECOLE SAINT-JACQUES
754)	Val-des-Cerfs	866035	MGR DOUVILLE	866035	ECOLE MGR-DOUVILLE
755)	Grandes-Seigneuries	867033	SAINT-PATRICE	867075	ECOLE SAINT-PATRICE
756)	Grandes-Seigneuries	867043	SAINT-ROMAIN	867080	ECOLE SAINT-ROMAIN
757)	Grandes-Seigneuries	867048	SAINT-BERNARD	867079	ECOLE SAINT-BERNARD
758)	Grandes-Seigneuries	867052	SAINTE-CLOTILDE	867073	ECOLE SAINTE-CLOTILDE
759)	Vallée-des-Tisserands	868008	MONTPETIT	868008	ECOLE MONTPETIT - SAINT-JOSEPH
760)	Vallée-des-Tisserands	868021	SAINT-JOSEPH-ARTISAN	868021	ECOLE SAINT-JOSEPH-ARTISAN
761)	Vallée-des-Tisserands	868022	LANGLOIS	868022	ECOLE LANGLOIS
762)	Vallée-des-Tisserands	868026	SACRE-COEUR	868026	ECOLE SACRE-COEUR
763)	Vallée-des-Tisserands	868027	SAINT-EUGENE	868027	ECOLE SAINT-EUGENE
764)	Vallée-des-Tisserands	868037	SAINT-JOSEPH	868008	ECOLE MONTPETIT - SAINT-JOSEPH
765)	Riveraine	871002	SAINTE-SOPHIE	871027	ECOLE SAINTE-SOPHIE
766)	Riveraine	871010	RAYONS DE SOLEIL	871026	ECOLE RAYONS DE SOLEIL
767)	Riveraine	871013	VINCENT LEMIRE	871001	ECOLE MAURALT-VINCENT-LEMIRE
768)	Riveraine	871019	MAURALT	871001	ECOLE MAURALT-VINCENT-LEMIRE
769)	Bois-Francis	872010	SAINT-PAUL	872010	ECOLE SAINT-PAUL
770)	Bois-Francis	872024	NOTRE-D -DU-PERPETUEL-SECOURS	872024	ECOLE N-D-DU-PERPETUEL-SECOURS
771)	Bois-Francis	872029	NOTRE-DAME-DE-L'ASSOMPTION	872029	ECOLE NOTRE-DAME-L'ASSOMPTION
772)	Bois-Francis	872033	CENTRALE	872033	ECOLE CENTRALE
773)	Bois-Francis	872055	SAINT-COEUR-DE-MARIE	872055	ECOLE SAINT-COEUR-DE-MARIE
774)	Bois-Francis	872798	PAV CITE ECOLOGIQUE VERSEAU	872017	ECOLE MGR-GRENIER
775)	Chênes	873001	NOTRE-DAME	873044	ECOLE NOTRE-DAME - SACRE-COEUR
776)	Chênes	873003	SACRE-COEUR	873044	ECOLE NOTRE-DAME - SACRE-COEUR
777)	Chênes	873009	SAINT-JEAN	873047	ECOLE SAINT-JEAN
778)	Chênes	873019	SAINT-FELIX-KINGSEY	873008	ECOLE SAINT-FELIX-DE-KINGSEY
779)	Chênes	873052	DUVERNAY	873004	ECOLE DUVERNAY
780)	Chênes	873803	ACTIVE SAINTE-JEANNE-D'ARC	873046	ECOLE SAINTE-JEANNE-D'ARC
781)	Chênes	873804	DES DEUX RIVIERES SAINT-LUCIEN	873012	ECOLE SAINT-LUCIEN
782)	Eastern Shores	813012	SAINT-JOSEPH - SAINT-PATRICK	882017	ECOLE ST.JOSEPH/ST.PATRICK
783)	Eastern Shores	882002	SHIGAWAKE PORT-DANIEL	882004	SHIGAWAKE PORT DANIEL
784)	Eastern Shores	882009	BELLE-ANSE	882001	ECOLE BELLE ANSE PRIMAIRE
785)	Eastern Shores	882015	METIS BEACH	882003	ECOLE DE METIS SUR MER
786)	Eastern Shores	882801	RIVERVIEW	882005	ECOLE RIVERVIEW
787)	Eastern Townships	883001	ASBESTOS-DANVILLE-SHIPTON	883001	A.D.S. ELEMENTARY SCHOOL
788)	Eastern Townships	883007	COOKSHIRE	883005	COOKSHIRE ELEMENTARY SCHOOL
789)	Eastern Townships	883012	FARNHAM	883007	FARNHAM ELEMENTARY SCHOOL
790)	Eastern Townships	883027	SAWYERVILLE	883016	SAWYERVILLE ELEMENTARY SCHOOL
791)	Riverside	884019	JEAN-DE-BREBEUF	884019	ST.MARY'S SCHOOL
792)	Sir Wilfrid Laurier	885019	GRENVILLE ELEMENTARY	885153	GRENVILLE ELEMENTARY SCHOOL
793)	Sir Wilfrid Laurier	885022	CRESTVIEW	885152	CRESTVIEW ELEMENTARY SCHOOL
794)	Sir Wilfrid Laurier	885039	JOHN F KENNEDY	885156	JOHN F. KENNEDY ELEM. SCHOOL
795)	Western Québec	886004	NAMUR	886008	ECOLE NAMUR
796)	Western Québec	886008	QUEEN ELIZABETH	886033	ECOLE PRIMAIRE QUEEN ELIZABETH
797)	Western Québec	886026	ST JOHN	886007	ECOLE ST-JOHN/JEAN-PAUL II

	Name of school board	Building code	Name of building	School code	Name of school
798)	Western Québec	886029	SAINT-PATRICK	886030	ECOLE MANIWAKI WOODLAND
799)	English Montreal	762095	HIGH SCHOOL OF MONTREAL	887047	F.A.C.E. SCHOOL
800)	English Montreal	762850	H. MARIE-ENFANT	887044	ST. RAPHAEL CENTRE
801)	English Montreal	887002	EDWARD MURPHY	887009	EDWARD MURPHY SCHOOL
802)	English Montreal	887005	FRANCESCA CABRINI, REGROUPE 8	887012	FRANCESCA CABRINI SCHOOL
803)	English Montreal	887007	GERALD MCSHANE ET PR.	887015	GERALD MCSHANE SCHOOL
804)	English Montreal	887008	JOHN CABOTO	887019	JOHN CABOTO SCHOOL
805)	English Montreal	887009	DANTE	887005	DANTE SCHOOL
806)	English Montreal	887010	HONORE MERCIER	887018	HONORE-MERCIER SCHOOL
807)	English Montreal	887011	PIERRE-DE COUBERTIN	887029	PIERRE-DE-COUBERTIN SCHOOL
808)	English Montreal	887015	ST DOROTHY'S	887035	ST.DOROTHY SCHOOL
809)	English Montreal	887016	ST GABRIEL'S	887036	ST.GABRIEL SCHOOL
				887207	VEZINA HIGH SCHOOL
810)	English Montreal	887018	ST IGNATIUS OF LOYOLA	887034	ST.IGNATIUS OF LOYOLA SCHOOL
811)	English Montreal	887019	CENTRE GENERAL VANIER	887048	GENERAL VANIER SCHOOL
812)	English Montreal	887020	ST JOHN BOSCO	887037	ST.JOHN BOSCO SCHOOL
813)	English Montreal	887023	ST MONICA'S	887039	ST.MONICA SCHOOL
814)	English Montreal	887024	ST PATRICK'S	887040	ST.PATRICK SCHOOL
815)	English Montreal	887029	BANCROFT	887001	BANCROFT SCHOOL
				887107	MIND HIGH SCHOOL
816)	English Montreal	887030	FATHER MCDONALD HIGH SCHOOL	887017	HOLY CROSS SCHOOL
				887104	LAURENHILL ACADEMY
817)	English Montreal	887032	FREDERICK BANTING	887013	FREDERICK BANTING SCHOOL
818)	English Montreal	887036	CARLYLE	887002	CARLYLE SCHOOL
819)	English Montreal	887040	JOHN XXIII	887020	JOHN XXIII SCHOOL
820)	English Montreal	887041	DUNRAE GARDENS	887006	DUNRAE GARDENS SCHOOL
821)	English Montreal	887043	HAMPSTEAD	887016	HAMPSTEAD SCHOOL
822)	English Montreal	887053	GARDENVIEW	887014	GARDENVIEW SCHOOL
823)	English Montreal	887063	MERTON	887023	MERTON SCHOOL
824)	English Montreal	887068	NESBITT	887026	NESBITT SCHOOL
825)	English Montreal	887070	CEDARCREST	887003	CEDARCREST SCHOOL
826)	English Montreal	887075	SINCLAIR LAIRD	887032	SINCLAIR LAIRD SCHOOL
827)	English Montreal	887081	NAZARETH, REGROUPEMENT 2	887025	NAZARETH SCHOOL
828)	English Montreal	887084	ROSLYN	887030	ROSLYN SCHOOL
829)	English Montreal	887086	ST RAPHAEL	887044	ST. RAPHAEL CENTRE
830)	English Montreal	887093	SHADD ACADEMY	887045	CORONATION SCHOOL
831)	English Montreal	887098	WESTMOUNT PARK	887042	WESTMOUNT PARK SCHOOL
				887204	OUTREACH HIGH SCHOOL
832)	English Montreal	887099	OUR LADY OF POMPEI	887027	OUR LADY OF POMPEI SCHOOL
833)	English Montreal	887101	WILLINGDON	887043	WILLINGDON SCHOOL
834)	English Montreal	887120	ST BRENDAN'S	887031	ST. BRENDAN SCHOOL
835)	English Montreal	887173	PARKDALE	887028	PARKDALE SCHOOL
836)	English Montreal	887851	MACKAY CENTRE	887253	MACKAY CENTRE
837)	English Montreal	887852	PHILIP E LAYTON	887256	PHILIP E. LAYTON SCHOOL
838)	English Montreal	887854	H. GENERAL JUIF	887257	SIR MORTIMER B. DAVIS SCHOOL
839)	English Montreal	887856	H. ROYAL VICTORIA	887252	HUGESSEN HALL
840)	Lester B. Pearson	763038	LAURIER MACDONALD	888020	LAURIER MACDONALD SCHOOL
841)	Lester B. Pearson	888030	SPRING GARDEN	888026	SPRING GARDEN SCHOOL
842)	Lester B. Pearson	888034	LAURENDEAU DUNTON ANGLAIS	888019	LAURENDEAU-DUNTON SCHOOL
843)	Lester B. Pearson	888048	TERRE DES JEUNES	888009	CHILDREN'S WORLD ACADEMY
844)	Lester B. Pearson	888057	POLY C. ANGLAISE DE VERDUN	888034	ST. THOMAS MORE SCHOOL
				888075	VERDUN REGIONAL HIGH SCHOOL
845)	Lester B. Pearson	888064	KEITH	888018	KEITH SCHOOL
846)	Lester B. Pearson	888065	WOODLAND	888043	WOODLAND SCHOOL
847)	Lester B. Pearson	888070	RIVERVIEW	888024	RIVERVIEW SCHOOL
848)	Lester B. Pearson	888079	CECIL NEWMAN	888006	CECIL NEWMAN SCHOOL
849)	Lester B. Pearson	888850	H. DOUGLAS (ANGRIGNON)	888070	ECOLE ANGRIGNON
850)	Lester B. Pearson	888852	DAWSON ALTERNATIVE	888071	DAWSON ALTERNATIVE
851)	New Frontiers	889010	HOWICK	889010	ECOLE PRIMAIRE HOWICK
852)	New Frontiers	889012	HEMMINGFORD	889012	ECOLE PRIMAIRE HEMMINGFORD

Note This list will be updated annually by the Minister.

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APPENDIX XXXVIII

VOLUNTARY MOBILITY OF A TEACHER FROM ONE SCHOOL BOARD TO ANOTHER WITH THE CONSENT OF THE SCHOOL BOARDS CONCERNED

Notwithstanding clause 5-3.36, the parties agree that two (2) tenured regular teachers from two different school boards may exchange their respective positions while complying with the following provisions:

- 1. The exchange of positions shall be subject to the approval of both school boards.
- 2. An exchange of positions must be the subject of a written agreement, in accordance with the contract found in this appendix between the two (2) school boards concerned and the two (2) teachers concerned. A copy of the contract shall be forwarded to the two (2) unions concerned within ten (10) days after it is signed.
- 3. A teacher who signs a contract of engagement with his or her new school board shall resign from his or her original school board.
- 4. When a teacher is hired by his or her new board, he or she shall benefit from the transfer of his or her tenure, years of experience recognized by his or her board, the days accumulated in his or her bank of nonredeemable sick-leave days and the right to the application of clause 6-5.02 if the only reason that would cause him or her to lose this right ensues from the break in his or her employment ties as a result of the application of this appendix.

5. Contract

The _____ School Board
and the _____ School Board
agree that _____ and
(name of teacher)
_____ shall substitute
(name of teacher)
for each other as of the _____ school year in accordance with the
provisions of this appendix.

For the school board

For the school board

Teacher

Teacher

Date of signature

A7

APPENDIX XXXIX

**SALARY STRUCTURE, WORK RELATED TO PAY EQUITY
AND WORKWEEK**

A9 SECTION I SALARY STRUCTURE

1) Salary scales

- a) For each period of the 2001-2002, 2002-2003, 2003-2004, 2004-2005 and 2005-2006 school years, the applicable annual salary scales are found in Section 1.1.
- b) The applicable salary scales take into account the increase prescribed in clause 6-5.09 for each of the periods concerned¹⁻².

2) Rates applicable to teachers-by-the lesson, casual supply teachers and hourly paid teachers

- a) For each period of the 2001-2002, 2002-2003, 2003-2004, 2004-2005 and 2005-2006 school years, the rates applicable to teachers-by-the-lesson, casual supply teachers and hourly paid teachers are found in Section 1.2.
- b) The applicable salary rates take into account the increase prescribed in clause 6-5.09 for each of the periods concerned¹.

3) Compliance with the methodology for estimating salary gaps

The salary scales and rates found in Sections 1.1 and 1.2 comply with the methodology presented to the Commission de l'équité salariale for estimating salary gaps¹. In applying this methodology, the maximum salary rate of the single scale would be \$63 506 on November 20, 2005, that is, the reference rate associated with rank 20 attributed to this category (P0 2003). However, the rate is set at \$63 527 in order to protect the existing salary.

Thus, the percentages of increase and the payment methods by period applicable to the steps of the class 17 years or less on November 21, 2001 and November 21, 2002 and the steps of scale I on November 21, 2003 and November 21, 2004 and of the scale applicable on November 20, 2005 comply with the methodology presented to the Commission de l'équité salariale for estimating salary gaps. The percentages of increase are also applicable to the rates of teachers-by-the-lesson and hourly paid teachers. The percentages of increase and the payment methods by period are found in Section 1.3. The annual corrective, if any, is calculated on the basis of the step or rate applicable on the day preceding the corrective.

¹ Subject to the application of the salary parameters which could apply as of the 2002-2003 school year.

² Including, until November 20, 2005, the step of the salary scale of the teacher with 19 years of schooling and 14 years of experience or more under Section 1.1.

4) Doctorate committee: Remuneration of teachers covered by clause 6-5.08 (scale 20 years)

Considering that the agreement concerning the remuneration and the working time of teachers working in school boards does not provide for the remuneration of teachers with a doctorate:

- a) the parties shall set up a committee composed of representatives of the CSQ, the Ministère de l'Éducation and the Secrétariat du Conseil du Trésor;
- b) the committee's mandate shall be to:
 - evaluate the current and future impact of holding a doctorate, both in and outside the school, on teaching and disciplines;
 - submit a report to the parties on its findings and recommendations no later than February 1, 2003.

5) Calculation of retroactive salary

A teacher shall be entitled to retroactive salary based on the duration of his or her service equal to the difference, if it is positive, between:

- a) the salary and, where applicable, the lump sum prescribed in clauses 6-5.10 and 6-5.11 to which he or she would have been entitled for the period between November 21, 2001 and the date on which the retroactive salary is paid by the application of the corrected salary scales or rates found in Sections 1.1 and 1.2 of this section;

AND

- b) the salary and, where applicable, the lump sum prescribed in clauses 6-5.10 and 6-5.11 he or she received for this same period by the application of the salary scales or rates found in clauses 6-5.05, 6-5.06, 6-5.07, 6-7.02, 6-7.03, 11-1.03 and 13-2.03.

It is understood that the difference between a) and b), per pay period, bears interest at the legal rate according to the provisions of the second paragraph of section 71 of the Pay Equity Act.

6) Payment of retroactive salary owing

- a) The retroactive salary owing to teachers in the employ of the board on June 29, 2003 shall be paid no later than on that date.
- b) The retroactive salary owing shall be paid to teachers no longer in the employ of the board on June 29, 2003 or to their beneficiaries, if any, no later than June 29, 2003 and sent to the last known address.

The board shall draw up a list of persons for whom the amounts owing were returned to it and shall forward it to the union no later than September 30, 2003.

SECTION 1.1

Salary scales applicable as of November 21, 2001, as of the 101st workday of the 2001-2002 school year, as of November 21, 2002 and as of the 141st workday of the 2002-2003 school year

Scale 17 years or less¹

Steps	As of 2001-11-21	As of the 101 st workday of the 2001-2002 school year	As of 2002-11-21	As of the 141 st workday of the 2002-2003 school year
1	32 228	33 034	33 034	33 695
2	33 424	34 260	34 260	34 945
3	34 620	35 486	35 486	36 196
4	35 728	36 621	36 621	37 353
5	36 870	37 792	37 792	38 548
6	38 050	39 001	39 001	39 781
7	39 273	40 255	40 261	41 066

SECTION 1.1 (cont'd)

Salary scales applicable as of November 21, 2001, as of the 101st workday of the 2001-2002

Scale 18 years¹

Steps	As of 2001-11-21	As of the 101 st workday of the 2001-2002 school year	As of 2002-11-21	As of the 141 st workday of the 2002-2003 school year
1	37 189	38 119	38 119	38 881
2	38 322	39 280	39 280	40 066
3	39 490	40 477	40 477	41 287
4	40 693	41 710	41 710	42 544
5	41 933	42 981	42 981	43 841
6	43 211	44 291	44 291	45 177
7	44 527	45 640	45 640	46 553

SECTION 1.1 (cont'd)

Salary scales applicable as of November 21, 2001, as of the 101st workday of the 2001-2002 school year, as of November 21, 2002 and as of the 141st workday of the 2002-2003 school year

Scale 19 years¹

Steps	As of 2001-11-21	As of the 101 st workday of the 2001-2002 school year	As of 2002-11-21	As of the 141 st workday of the 2002-2003 school year
1	40 001	41 001	41 001	41 821
2	41 178	42 207	42 207	43 051
3	42 374	43 433	43 433	44 302
4	43 633	44 724	44 724	45 618
5	44 972	46 096	46 096	47 018
6	46 301	47 459	47 459	48 408
7	47 701	48 894	48 894	49 872
8	49 130	50 358	50 358	51 365
9	50 645	51 911	51 911	52 949
10	52 185	53 490	53 490	54 560
11	53 796	55 141	55 141	56 244
12	55 424	56 810	56 810	57 946
13	57 157	58 586	58 586	59 758
14	58 928	60 401	60 401	61 609
15	60 762	62 281	62 281	63 527

¹ Step 1 corresponds to 19 years of schooling (no experience).

SECTION 1.1 (cont'd)

Salary scales applicable as of the 1st workday of the 2003-2004 school year, as of November 21, 2003, as of the 1st workday of the 2004-2005 school year and as of November 21, 2004

Scale I¹

Steps	As of the 1 st workday of the 2003-2004 school year	As of 2003-11-21	As of the 1 st workday of the 2004-2005 school year	As of 2004-11-21
1	33 695	33 695	33 695	33 695
2	34 945	34 945	34 945	34 945
3	36 196	36 196	36 196	36 196
4	37 447	37 447	37 541	37 541
5	38 741	38 741	38 935	38 935
6	40 081	40 081	40 383	40 383
7	41 479	41 486	41 903	41 910
8	42 941	42 961	43 502	43 522
9	44 452	44 488	45 161	45 196

SECTION 1.1 (cont'd)

Salary scales applicable as of the 1st workday of the 2003-2004 school year, as of November 21, 2003, as of the 1st workday of the 2004-2005 school year and as of November 21, 2004

Scale II¹

Steps	As of the 1 st workday of the 2003-2004 school year	As of 2003-11-21	As of the 1 st workday of the 2004-2005 school year	As of 2004-11-21
1	38 964	38 964	39 047	39 047
2	40 272	40 272	40 479	40 479
3	41 624	41 624	41 963	41 963
4	43 020	43 020	43 501	43 501
5	44 463	44 463	45 094	45 094
6	45 956	45 956	46 748	46 748
7	47 497	47 497	48 461	48 461
8	49 092	49 092	50 238	50 238
9	50 739	50 739	52 079	52 079
10	52 442	52 442	53 988	53 988
11	54 201	54 201	55 966	55 966
12	56 020	56 020	58 018	58 018
13	57 900	57 900	60 144	60 144
14	59 069	59 069	60 748	60 748
15	60 264	60 264	61 360	61 360

¹ Step 1 corresponds to 18 years of schooling (no experience).

SECTION 1.1 (cont'd)

Salary scales applicable as of the 1st workday of the 2003-2004 school year, as of November 21, 2003, as of the 1st workday of the 2004-2005 school year and as of November 21, 2004

Scale III¹

Steps	As of the 1 st workday of the 2003-2004 school year	As of 2003-11-21	As of the 1 st workday of the 2004-2005 school year	As of 2004-11-21
1	41 982	41 982	42 143	42 143
2	43 361	43 361	43 673	43 673
3	44 775	44 775	45 253	45 253
4	46 254	46 254	46 899	46 899
5	47 813	47 813	48 622	48 622
6	49 389	49 389	50 390	50 390
7	51 039	51 039	52 233	52 233
8	52 733	52 733	54 137	54 137
9	54 516	54 516	56 129	56 129
10	56 343	56 343	58 184	58 184
11	58 249	58 249	60 325	60 325
12	59 418	59 418	60 927	60 927
13	60 650	60 650	61 556	61 556
14	61 896	61 896	62 185	62 185
15	63 527	63 527	63 527	63 527

¹ Step 1 corresponds to 19 years of schooling (no experience).

SECTION 1.1 (cont'd)

Salary scale applicable as of the 1st workday of the 2005-2006 school year

Step	Scale
1	33 695
2	34 945
3	36 196
4	37 635
5	39 131
6	40 687
7	42 331
8	44 070
9	45 878
10	47 762
11	49 723
12	51 765
13	53 890

14	56 098
15	58 402
16	60 802
17	63 296 ¹

SECTION 1.1 (cont'd)**Salary scale applicable as of November 20, 2005**

Step	Scale
1	33 695
2	34 945
3	36 196
4	37 635
5	39 131
6	40 687
7	42 338
8	44 090
9	45 914
10	47 813
11	49 792
12	51 854
13	54 000
14	56 229
15	58 557
16	60 982
17	63 527

A teacher shall be granted the step corresponding to his or her experience, increased by:

- 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.

of 1-21	As of the 1 st workday of the 2005-2006 school year	As of 2005-11-20
43	\$42.96	\$42.98
43	\$42.96	\$42.98
79	\$47.62	\$47.67
86	\$51.38	\$51.47
89	\$55.84	\$55.97

69	\$33.69	\$33.69
23	\$84.23	\$84.23
92	\$117.92	\$117.92
45	\$168.45	\$168.45

SECTION 1.3

Salary adjustment and payment method consistent with the methodology presented to the Commission de l'équité salariale for estimating salary gaps

a) Full-time or part-time teachers

Step	Salary adjustment (%)	Payment method (annual corrective %) 2001-11-21 to 2005-11-20 ¹
1	0.00	0.0000

SECTION II WORK RELATED TO PAY EQUITY

- 1) Appendix XXX entitled *Agreement concluded between, on the one hand, the Government of Québec and, on the other hand, the Centrale de l'enseignement du Québec (CEQ) representing the teaching personnel of English-language school*

boards (QPAT) and French-language school boards (FSE) is repealed.

- 2) The FSE and the QPAT shall sign the following letters concerning the continuation of the work on pay equity agreed to by the Government (Conseil du Trésor) and the "intersyndicale" or the federations of the CSQ:

- Letter of agreement concerning the continuation of the work on pay equity and

the implementation of the agreement and predominantly female and male jobs

(November 21, 2001);

- Letter of intent concerning the supplementary government report and Appendix I on employment categories and predominantly female and male jobs (December 13, 2001);
- Appendix of the letter of intent concerning the supplementary government report on regular teachers (January 15, 2002).

- 3) In this context, the teaching jobs in school boards will be evaluated according to the

Moreover, at the teacher's request, the board or the school principal may, as regards the two (2) hours¹ prescribed in subparagraph ii) of subclause a) of clause 8-6.02, assign a teacher to a place of work other than the school.

8-6.02 a) A teacher shall be required to be present for a total of twenty-nine (29) hours² per workweek or the equivalent. The twenty-nine (29) hours² of work include:

- i) twenty-seven (27) hours per week or the equivalent at his or her assigned place of work at times determined by the board or the school principal for each teacher;
- ii) two (2) hours¹ per week or the equivalent to carry out work of a personal nature in keeping with the general duties prescribed in clause 8-2.01.

The time that is required for the first ten (10) group meetings held immediately after the dismissal of all students and for the first three (3) meetings with parents may exceed the twenty-nine (29) hours². In which case, the excess time shall be compensated, during other weeks or other days, by an equivalent reduction in the time prescribed to carry out the work of a personal nature mentioned in the preceding paragraph. The teacher shall schedule the reduction in time in the manner prescribed in subclause d) as though it were a change of an occasional nature.

For the purpose of determining the number of hours devoted to carrying out work of a personal nature, the time required for the first (10) group meetings held immediately after the dismissal of all students and for the first three (3) meetings with parents shall be considered as work of a personal nature.

- b) The teacher shall be notified of any change in the distribution of the twenty-seven (27) hours prescribed in subparagraph i) of subclause a) by prior notice sufficient to allow the teacher to be present at the required time.

Moreover, if a change of a permanent nature is involved, the teacher must have been consulted and, failing an agreement on when the change will take place, prior notice, unless there is an agreement to the contrary between the board and the union, must be at least five (5) days³.

- c) The teacher shall determine the work he or she shall carry out during the hours prescribed in subparagraph ii) of subclause a) from among the work of a personal nature in keeping with the general duties specified in clause 8-2.01 as well as the times when he or she shall carry out the work from among the times not yet determined by the board or the school principal for the twenty-seven (27) hours of work, for the first ten (10) group meetings held immediately after the dismissal of all students and for the first three (3) meetings with parents.

¹ Read three (3) hours for the 2004-2005 school year and five (5) hours as of the 2005-2006 school year.

² Read thirty (30) hours for the 2004-2005 school year and thirty-two (32) hours as of the 2005-2006 school year.

³ See article 10-10.00, Local Arrangements.

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- d) The following terms and conditions apply for the purpose of determining the times prescribed to carry out the work of a personal nature referred to in subparagraph ii) of subclause a), unless there is an agreement to the contrary between the board and the union:
- i) at the beginning of the work year, the teacher shall notify the school principal as soon as possible of the appropriate times when he or she shall carry out work of a personal nature;
 - ii) subsequently, the time must be modified by the teacher to take into account any time determined by the school principal to carry out the twenty-seven (27) hours of work and the time prescribed for the first ten (10) group meetings held immediately after the dismissal of all students and for the first three (3) meetings with parents;
 - iii) the time devoted to work of a personal nature may also be modified by the teacher, during the course of the year, in which case a prior notice of at least twenty-four (24) hours is required if the change is of an occasional nature and must specify the reason for the change;
 - iv) moreover, if the change is of a permanent nature, the time devoted to work of a personal nature may be modified by the teacher during the course of the year, in which case a prior notice of at least five (5) days is required and must specify the reason for the change.
- e) The twenty-nine (29) hours¹ prescribed in subclause a) fall within a framework of thirty-five (35) hours per week or the equivalent which shall also be determined by the board or the school principal for each teacher.

Moreover, the framework must not exceed a daily span of eight (8) hours².

- f) The twenty-nine (29) hours¹, the framework of thirty-five (35) hours and the daily span of eight (8) hours shall not include the period prescribed for the teacher's meal.

The twenty-seven (27) hours, the framework of thirty-five (35) hours and the daily span of eight (8) hours shall not include the time prescribed for the first ten (10) group meetings held immediately after the dismissal of all students or the first three (3) meetings with parents.

¹ The number of personal hours prescribed in subclause a) shall be

The teacher may also decide to carry out work of a personal nature outside the framework of thirty-five (35) hours or the daily span of eight (8) hours according to the following terms and conditions:

- i) a maximum of ninety (90) minutes¹ per week may thus be scheduled outside the framework of thirty-five (35) hours or the eight (8)-hour daily span;
- ii) the work shall be carried out during the thirty (30) minutes immediately preceding or following the eight (8)-hour daily span or during any part of the teacher's meal period prescribed in clause 8-8.03 exceeding fifty (50) minutes;
- iii) the times for carrying out the work thus determined during the lunch period cannot exceed forty-five (45) minutes² per week.

8-6.05 In the case where the instruction provided to students covers a cycle other than a five (5)-day cycle, the expression "or the equivalent" means that the twenty-nine (29) hours³, the twenty-seven (27) hours, the two (2) hours⁴ and the thirty-five (35) hours shall be reduced or increased proportionately.

10-10.01 m) subclause b) as regards the prior notice of at least five (5) days and subclause e) of clause 8-6.02 as regards the weekly framework and the daily span;

10-10.01 s) subclauses a) and f) of clause 13-15.07 as regards the workdays, the weekly framework and the daily span.

11-14.04 a) Subject to the other provisions of this clause, clauses 8-6.01, 8-6.02 with the exception of subparagraph ii) of subclause g) of clause 8-6.02 and clause 8-8.03 apply by making the necessary changes.

The twenty-seven (27) hours may be considered as average weekly time which may be exceeded during certain weeks and compensated by a reduction in time during other weeks. In this case, however, the time during which the teacher must be present shall remain at one thousand and eighty (1 080) hours per year.

If the twenty-seven (27) hours are considered as average weekly time, the two (2) hours⁴ devoted to work of a personal nature prescribed in subparagraph ii) of subclause a) of clause 8-6.02 shall also be considered as the average weekly time which may be exceeded during certain weeks and compensated by a reduction in time during other weeks. However, the total time devoted to work of a personal nature shall remain at eighty (80) hours⁵ per year.

¹ Read two (2) hours and thirty (30) minutes per week for the 2004-2005 school year and four (4) hours per week as of the 2005-2006 school year.

² Read seventy-five (75) minutes per week for the 2004-2005 school year and two (2) hours per week as of the 2005-2006 school year.

³ Read thirty (30) hours for the 2004-2005 school year and thirty-two (32) hours as of the 2005-2006 school year.

⁴ Read three (3) hours for the 2004-2005 school year and five (5) hours as of the 2005-2006 school year.

⁵ Read one hundred and twenty (120) hours for the 2004-2005 school year and two hundred (200) hours as of the 2005-2006 school year.

In this case, the teacher shall determine the times devoted to work of a personal nature referred to in subparagraph ii) of subclause a) of clause 8-6.02 during those weeks during which the hours are exceeded or reduced. The teacher shall so inform the principal as soon as possible.

b) Subparagraph ii) of subclause g) of clause 8-6.02 is replaced by the following:

- ii) the work must be carried during the opening hours of the centre at any time immediately contiguous with the teacher's schedule or during any part of the meal period prescribed in clause 8-8.03 exceeding fifty (50) minutes.

If the teacher is unable to carry out all or part of the ninety (90) minutes¹ due to the limited opening hours of the centre, the board and the union shall agree on terms and conditions other than those prescribed in this subparagraph.

13-15.07 a) The teacher's workweek shall include five (5) days from Monday to Friday².

The workweek shall include twenty-nine (29) hours³ of work at the centre; however, the board or the principal may, as regards the twenty-seven (27) hours of work prescribed in subparagraph i) of subclause b), assign the teacher to a place of work other than the centre.

Moreover, at the teacher's request, the board or the principal may, as regards the two (2) hours⁴ prescribed in subparagraph ii) of subclause b), assign a teacher to a place of work other than the centre.

b) The teacher shall be required to be present for a total of twenty-nine (29) hours³ per workweek or the equivalent. The twenty-nine (29) hours³ of work include:

- i) twenty-seven (27) hours per week or the equivalent at the assigned place of work at times determined by the board or the principal for each teacher;
- ii) two (2) hours⁴ per week or the equivalent to carry out work of a personal nature in keeping with the general duties specified in clause 13-15.02.

The time that is required for the first ten (10) group meetings and the first three (3) meetings with parents may exceed the twenty-nine (29) hours³. In which case, the excess time shall be compensated during other weeks or days by an equivalent reduction in the time prescribed to carry out work of a personal nature mentioned in the preceding paragraph. The teacher shall schedule the reduction in time in the manner prescribed in subclause e), as through it were a change of an occasional nature.

For the purpose of determining the number of hours devoted to carrying out work of a personal nature, the time required for the first ten (10) group meetings and for the first three (3) meetings with parents shall be considered as work of a personal nature.

¹ Read two (2) hours and thirty (30) minutes per week for the 2004-2005 school year and four (4) hours per week as of the 2005-2006 school year.

² See article 10-10.00, Local Arrangements.

³ Read thirty (30) hours for the 2004-2005 school year and thirty-two (32) hours as of the 2005-2006 school year.

⁴ Read three (3) hours for the 2004-2005 school year and five (5) hours as of the 2005-2006 school year.

- c) The twenty-seven (27) hours may be considered as average weekly time which may be exceeded during certain weeks and compensated by a reduction in time during other weeks. In this case, however, the time during which a teacher shall be present shall remain at one thousand and eighty (1 080) hours per year.

If the twenty-seven (27) hours are considered as average weekly time, the two (2) hours¹ devoted to work of a personal nature prescribed in subparagraph ii) of subclause b) shall also be considered as the average weekly time which may be exceeded during certain weeks and compensated by a reduction in time during other weeks. However, the total time devoted to work of a personal nature shall remain at eighty (80) hours² per year.

- d) The teacher shall determine the work he or she will carry out during the hours prescribed in subparagraph ii) of subclause b) from among the work of a personal nature in keeping with the general duties specified in clause 13-15.02 as well as the times for carrying out the work from among the times not determined by the board or the principal for the twenty-seven (27) hours of work, for the first ten (10) group meetings and for the first three (3) meetings with parents.
- e) The following terms and conditions apply for the purpose of determining the times prescribed to carry out the work of a personal nature referred to in subparagraph ii) of subclause b), unless there is an agreement to the contrary between the board and the union:
- i) at the beginning of the work year, the teacher shall notify the principal as soon as possible of the appropriate times when he or she shall carry out work of a personal nature;
 - ii) in the case where subclause c) applies, the teacher shall determine the times

subclause b) during those weeks when the hours are exceeded or reduced. The teacher shall inform the principal as soon as possible;

- iii) subsequently, the teacher may modify the time determined to take into account the time determined by the principal to carry out the twenty-seven (27) hours of work and the times for the first ten (10) group meetings and the first three (3) meetings with parents;
- iv) the time devoted to work of a personal nature may also be modified by the teacher during the course of the year, in which case a prior notice of at least twenty-four (24) hours is required if the change is of an occasional nature and must specify the reason for the change;
- v) moreover, if the change is of a permanent nature, the time devoted to work of a personal nature may be modified by the teacher during the course of the year, in which case, a prior notice of at least five (5) days is required and must specify the reason for the change.

- f) The twenty-nine (29) hours¹ prescribed in subclause b) shall fall within a framework of thirty-five (35) hours per week or the equivalent at times also determined by the board or the principal for each teacher.

Moreover, the framework must not exceed a daily span of eight (8) hours².

- g) The twenty-nine (29) hours¹, the framework of thirty-five (35) hours and the daily span of eight (8) hours shall not include the period prescribed for the teacher's meal.

The twenty-seven (27) hours, the framework of thirty-five (35) hours and the daily span of eight (8) hours shall not include the time prescribed for the first ten (10) group meetings and, if need be, the first three (3) meetings with parents.

- h) The work of a personal nature referred to in subparagraph ii) of subclause b) shall be carried out within the daily span of eight (8) hours.

Notwithstanding the preceding paragraph, subclauses f) and g) and clause 8-6.04 referred to in clause 13-15.08, after agreement between the teacher and the principal, work of a personal nature may be carried out outside the framework of thirty-five (35) hours or the daily eight (8)-hour span.

The teacher may also decide to carry out work of a personal nature outside the framework of thirty-five (35) hours or the eight (8)-hour daily span according to the following terms and conditions:

- i) a maximum of ninety (90) minutes³ per week may thus be scheduled outside the framework of thirty-five (35) hours or the eight (8)-hour daily span;
- ii) the work shall be carried out within the period of thirty (30) minutes immediately preceding or following the eight (8)-hour daily span or during any part of the teacher's meal period prescribed in clause 13-15.10 exceeding fifty (50) minutes;
- iii) the times for carrying out the work thus determined during the meal period cannot exceed forty-five (45) minutes⁴ per week.

¹ Read thirty (30) hours for the 2004-2005 school year and thirty-two (32) hours as of the 2005-2006 school year.

² See article 10-10.00, Local Arrangements.

³ Read two (2) hours and thirty (30) minutes per week for the 2004-2005 school year and four (4) hours per week as of the 2005-2006 school year.

⁴ Read seventy-five (75) minutes per week for the 2004-2005 school year and two (2) hours per week as of the 2005-2006 school year.