

## **Agreement in accordance with article 10-10.00**

The purpose of this agreement is to amend  
the entente concluded

between

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

and

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

Subject: Addition of Appendix LVI entitled "Special Adjustments to the Accelerated Health, Assistance and Nursing Program"

(A3)

**CONSIDERING** that the government is responsible for ensuring that the citizens of Québec receive the highest possible quality of health care and services;

**CONSIDERING** the decision of the Minister of Education to implement for a specified period of time, beginning in January 2022, an Accelerated Health, Assistance and Nursing Program of a duration of just 14 months instead of the usual 22 months;

**CONSIDERING** that the implementation of the Accelerated Health, Assistance and Nursing Program may require certain adjustments to the working conditions of teachers delivering the program;

**THE PARTIES AGREE AS FOLLOWS:**

1. Appendix LVI entitled “Special Adjustments to the Accelerated Health, Assistance and Nursing Program”, integrated herein, is added to the 2020-2023 Teachers Entente and is an integral part thereof.
2. This agreement comes into force on the date it is signed by the provincial parties.

**APPENDIX LVI**

**SPECIAL ADJUSTMENTS TO THE ACCELERATED HEALTH, ASSISTANCE AND NURSING PROGRAM**

**WHEREAS** the Accelerated Health, Assistance and Nursing Program implemented by the Minister of Education, in January 2022, leading to a diploma of vocational studies and intended to train 2 400 additional nursing assistants in the Health and Social Services Network over a period of just 14 months instead of the usual 22 months;

**WHEREAS** the implementation of the Accelerated Health, Assistance and Nursing Program requires the collaboration of the Quebec Provincial Association of Teachers (QPAT), its affiliated unions and, especially, vocational training teachers called upon to delivery the program;

**WHEREAS** discussions between the Management Negotiating Committee for English-language School Boards (CPNCA) and QPAT were held to find solutions to problems associated with the implementation of the Accelerated Health, Assistance and Nursing Program in their mutual interest and that of the local parties and teachers concerned.

**THE PARTIES AGREE AS FOLLOWS:****Objective sought and principles**

- 1). The purpose of this appendix is to promote implementation of the Accelerated Health, Assistance and Nursing Program by making certain occasional adjustments to the working conditions of the teachers concerned to ensure its success.
- 2). The parties recognize the exceptional nature of the Accelerated Health, Assistance and Nursing Program and that it has been implemented, in an emergency context, for the benefit of public health.
- 3). The contribution of QPAT and its affiliated unions as well as the teachers called upon to deliver the Accelerated Health, Assistance and Nursing Program is critical to the success of the program.
- 4). This appendix is of a temporary nature and only applies to the implementation of an Accelerated Health, Assistance and Nursing Program during the 2022 and 2023 calendar years.
- 5). This appendix cannot create a precedent.

**Lump-sum compensation payment**

- 6). The lump-sum compensation payment for teachers, under the following provisions, has been approved to recognize their contribution to the implementation of the Accelerated Health, Assistance and Nursing Program and to compensate for any adjustment that may be required to the working conditions to promote its implementation.
- 7). For the 2022 calendar year
  - A). The school board must pay a lump sum equal to \$4/hour for each hour of workload provided by a teacher in the Accelerated Health, Assistance and Nursing Program during the 2022 calendar year.
  - B). The lump sum mentioned in paragraph A) only applies up to a maximum of 720 hours of workload provided in the Accelerated Health, Assistance and Nursing Program in 2022, so that the total amount payable to a teacher for 2022 cannot exceed \$2 880 (\$4 x 720 hours).
  - C). Paragraphs A) and B) apply to the hourly paid teacher, with the necessary changes, for the hours spent teaching in the Accelerated Health, Assistance and Nursing Program in 2022.
  - D). In view of the foregoing, any lump sum payable to a teacher must be paid no later than 90 days after the coming into force of this agreement.

- 8) For the 2023 calendar year
- A) The adjustments that may be required to the working conditions to promote implementation of the Accelerated Health, Assistance and Nursing Program shall be determined by agreement between the vocational training centre administration and the teacher concerned. The vocational training centre administration and the teacher concerned have until March 20, 2023 to conclude such an agreement, retroactive to January 1, 2023.
  - B) As compensation for the agreed adjustments and, as an incentive, the teacher concerned is entitled, for each hour of workload provided in the Accelerated Health, Assistance and Nursing Program, to a lump sum of up to \$5/hour determined as follows:
    - a) if the agreed adjustments are due to the weekly span of the regular workweek being occasionally exceeded: \$1/hour;
    - b) if the agreed adjustments are due to the weekly span of the regular workweek being regularly exceeded (12 weeks or more): \$2/hour;
    - c) if the agreed adjustments are due to the daily span of work hours being occasionally exceeded: \$1/hour;
    - d) if the agreed adjustments are due to the daily span of work hours being regularly exceeded (66 days or more): \$1.50/hour;
    - e) if the adjustments, other than those mentioned above, are agreed to for the working conditions, including but not limited to adjustments to the meal period or pedagogical days: \$0.75/hour if only one adjustment (e.g. meal period) is agreed to for the working conditions and \$1.50/hour if several adjustments are agreed to.
- 9) Under no circumstances, despite any provision to the contrary and regardless of the nature and number of adjustments required and agreed to, a teacher cannot receive a lump sum of more than \$5/hour for the workload hours provided in the Accelerated Health, Assistance and Nursing Program for a maximum of 720 hours in 2023 and a maximum of \$3 600 (\$5 x 720 hours).
- 10) No lump sum is payable to a teacher if no adjustment is required or agreed to, taking into account the provisions of the collective agreement.
- 11) In view of the foregoing, any lump sum payable to the teacher for 2023 must be paid no later than March 2024.
- 12) Sections 8 to 12 also apply to the hourly paid teacher, with the necessary changes, for the hours of teaching provided in the Accelerated Health, Assistance and Nursing Program in 2023.

**Work outside the 200 workdays of the 2022-2023 school year**

- 13) The teacher who agrees to provide teaching hours in the Accelerated Health, Assistance and Nursing Program, outside the 200 workdays prescribed in the collective agreement, during the 2022-2023 school year, shall be remunerated as follows for the hours spent teaching:
- a) if the teacher is legally or not legally qualified and has a letter of tolerance, he or she shall be paid at an hourly rate equal to 1/1000<sup>th</sup> of the applicable annual salary based on his or her schooling and experience;  
  
if the teaching period is less than or greater than 60 minutes, the remuneration is equal to the number of minutes taught divided by 60 and multiplied by 1/1000<sup>th</sup> of the annual salary mentioned above;
  - b) if the teacher is not legally qualified or is not entitled to a letter of tolerance, clause 13-2.03 applies.

**Rules for the formation of student groups**

- 14) No grievance may be filed as a result of the implementation of the Accelerated Health, Assistance and Nursing Program in the 2022 calendar year in connection with exceeding the maximum number of students per group; if any such grievance has been filed, it must be withdrawn.
- 15) For the 2023 calendar year, the school board and the union may agree that the implementation of the Accelerated Health, Assistance and Nursing Program is a special situation where the number of students per group can be exceeded as prescribed in subclause c) of clause 8-4.01 of the 2020-2023 Teachers Entente.

**Miscellaneous provisions**

- 18) This appendix applies despite any provision to the contrary in the collective agreement.
- 19) Where difficulties arise in the interpretation or application of this appendix, the local parties concerned will try to resolve the difficulties at the Labour Relations Committee or reach an amicable settlement before resorting to the procedure for settling grievances and arbitration prescribed in the collective agreement.
- 20) The Comité national de concertation (CNC) has been mandated to follow up on this appendix. In this context, the CNC ensures that a report will be submitted to the provincial parties.
- 21) This appendix ceases to apply in a school board as soon as student cohorts have completed the Accelerated Health, Assistance and Nursing Program and, in all school boards, no later than December 31, 2023, except for the application of the preceding section 12.

**IN WITNESS WHEREOF**, the provincial parties have signed at Montréal this 15<sup>th</sup> day of the month of March 2023.

**FOR THE MANAGEMENT NEGOTIATING  
COMMITTEE FOR ENGLISH-LANGUAGE  
SCHOOL BOARDS (CPNCA)**

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

(signed) David Chisholm

(signed) Heidi Yetman

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David Chisholm  
President, CPNCA

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Heidi Yetman  
President, QAPT

(signed) Pascal Poulin

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Pascal Poulin  
Vice-President, CPNCA

(signed) Charles Provencher

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Charles Provencher  
Spokesperson, CPNCA

(signed) François Breault

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François Breault  
Spokesperson, QPAT