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Provisions Constituting Collective Agreements Binding

on the one hand, each of
the School Boards for
Catholics contemplated
by chapter 0-7.1 of the
Revised Statutes of
Quebec

and on the other hand,
each of the certified
associations which, on
November 29, 1982,
negotiated through la
Centrale de
l'enseignement du
Québec on behalf of
Teachers in the employ
of these School Boards

*Leaflet of amendments
69-0248 (1-S) & 69-0248 (15-S)*

AMENDMENTS

TEACHERS CPNCC 1983-1985

1983-1985

AMENDEE EDITION
AUGUST 1983

CENTRE DE DOCUMENTATION

D. G. P. R.



This leaflet contains the amendments listed below. The contents must be added to (or replace as the case may be) the text of the amended edition published during August 1983 (October 1983 in certain cases) and to the contents of the amendments already published, if any.

Text of the interest arbitration award signed	on January	15-1984	69-0248	(1-S)
Texte of the agreement signed	on January	27-1984	69-0248	(2-S)
" " " "	March	08-1984	69-0248	(3-S)
" " " "	April	25-1984	69-0248	(4-S)
" " " "	April	25-1984	69-0248	(5-S)
" " " "	April	25-1984	69-0248	(6-S)
" " " "	April	25-1984	69-0248	(7-S)
" " " "	April	30-1984	69-0248	(8-S)
" " " "	May	11-1984	69-0248	(9-S)
" " " "	May	25-1984	69-0248	(10-S)
" " " "	May	25-1984	69-0248	(11-S)
" " " "	June	06-1984	69-0248	(12-S)
" " " "	June	14-1984	69-0248	(13-S)
" " " "	June	20-1984	69-0248	(14-S)
" " " "	June	20-1984	69-0248	(15-S)

APPENDIX XVI - A)

SUBJECT: ASSIGNMENT PROCEDURES APPLICABLE TO CERTAIN SCHOOL BOARDS
BY VIRTUE OF CLAUSE 5-3.26 C) AND APPENDIX XVI OF THE PRO-
VISIONS CONSTITUTING THE COLLECTIVE AGREEMENTS

The text which follows reproduces the content of the interest arbitration award concerning the marginally noted subject which was signed in Montreal on January 15, 1984. The names of the boards and unions bound by the said award are included at the end of this text.

January 15, 1984

69-0248 (1-S)



°° January 15, 1984

ASSIGNMENT PROCEDURE

5-3.21 No later than April 20, the board shall transmit to the union in writing the list, by school, of teachers affected by the assignment procedure. This list shall be in alphabetical order and shall indicate for each teacher: his seniority, discipline and field. The board shall also provide the union with data concerning pupil enrollment for the current school year.

By the same date, the board shall transmit to the union in writing the list of teachers in Field 38. This list shall be in alphabetical order and shall indicate for each teacher: the seniority, discipline and school of origin, where applicable, upon his arrival in Field 38.

There shall be a staff excess in a field of teaching when the total number of teachers assigned to this field is greater than that forecast for this field for the following school year.

Before April 30, the board shall, for the purposes of determining the excess by field and by school, draw up the list of teachers with the least seniority in each of the fields of teaching. For each of the fields, the list shall consist of a number of teachers corresponding to the difference between the staff in each of the fields and the needs forecast for the following school year.

No later than May 5, the union shall be informed of this list of teachers who run the risk of being placed on availability or non re-engaged and this list shall be posted in all schools.

5-3.22 Before May 15, for all of the fields with the exception of the pre-school and primary specialties and with the exception of Field 38, the following process shall be applied school by school.

A) Determination of the number of teachers by discipline:

The number is determined by taking into account the number of pupil groups formed by following the rules for the formation of groups and by taking into account the various services included in the teacher's work load.

No later than May 7:

- the list of the needs by discipline shall be posted in the school;
- every teacher in staff excess shall be informed of this in writing;
- this information shall be transmitted in writing to the union.

B) Staff excess:

In a school where a staff excess is forecast for the following year in a discipline, the board shall retain a number of teachers equal to the staff needs. The teachers to be retained shall be chosen according to seniority from among those who are assigned to this discipline and those who are considered to be assigned to this discipline according to clause 5-3.18.

The other teachers shall be in staff excess and must choose:

- either to be assigned in their school, in a discipline for which they meet the competency criteria and in which there is one or more needs;
- or to displace in their school the teacher of the same field of teaching assigned in another discipline for which they meet the competency criteria and this, provided that the latter possess more seniority than the teacher to be displaced and that this teacher's name appear on the list mentioned in clause 5-3.21;

the teacher so displaced shall be placed in the assignment and transfer pool at the board level;

- or to be placed in the assignment and transfer pool at the board level.

When more than one candidate meets one of the three (3) competency criteria, the choice shall be made according to seniority. When no candidate meets one of the three (3) competency criteria, the choice shall be made according to seniority among the candidates considered competent by the board.

No later than five (5) days following the application of clause 5-3.22, the board shall inform the union of the changes concerning teachers who were originally forecast as staff excess.

5-3.23 A) Before May 15, for the pre-school and primary specialties, the following process shall be applied at the board level:

1- Determination of the number of teachers by specialty:

The number is determined by taking into account the number of pupil groups formed by following the rules for the formation of groups and by taking into account the various services included in the teacher's work load.

No later than May 7:

- the list of needs by specialty shall be posted in the school;
- every teacher in staff excess shall be informed of this in writing;
- this information shall be transmitted in writing to the union.

2- Staff excess:

Where a staff excess is forecast for the following school year in a specialty, the board shall retain a number of teachers equal to the staff needs. The teachers to be retained shall be chosen according to seniority from among those who are assigned to this specialty and those who are considered to be assigned to this specialty according to clause 5-3.18.

The other teachers shall be in staff excess and shall be placed in the assignment and transfer pool at the board level.

3- Assignment to one or more schools:

Assignment to one or more schools shall be made while taking into account the school or schools where the specialist taught the preceding year.

No later than five (5) days following the application of clause 5-3.23 A), the board shall inform the union of the changes concerning teachers who were originally forecast as staff excess.

B) Before May 15, for Field 38, the needs shall be determined at the level of the board.

1- Determination of the number of teachers:

The number shall be determined by the board which shall inform the union of this in writing no later than May 17.

2) For assignment purposes, every teacher in Field 38 shall be, at first, considered in staff excess and placed in the assignment and transfer pool of the board.

For the purposes of applying clause 5-3.24 A) 1, 2 and 3, such teacher shall be considered as coming from the same discipline to which he belonged upon his arrival in Field 38 as well as from the same school, where applicable.

If such teacher is not reassigned following the application of clause 5-3.24 A) 1, 2 or 3, he shall be considered in assignment-surplus and placed in Field 38 according to seniority in order to fill the needs determined by the board following the application of clause 5-3.23 B) 1).

If such teacher is not reassigned following the application of the preceding paragraph, he shall be placed on availability.

5-3.24

- A) The union shall be informed of the list of the teachers placed in the assignment and transfer pool at the board and this, two (2) days before the following procedure is applied.

Subject to competency criteria, the teacher placed in the assignment and transfer pool at the board level shall be assigned, according to seniority and according to the following order of priority:

- 1- to fill a need in the same discipline; if several needs exist, the teacher may choose the school to which he wishes to be assigned unless this would have the effect of creating an assignment-surplus;
- 2- to fill a need in another discipline in his field; if several needs exist, the teacher may choose the school to which he wishes to be assigned unless this would have the effect of creating an assignment-surplus;
- 3- to fill a need in another discipline, in another field of teaching, if the teacher agrees.

In each of these three cases, when more than one candidate meets one of the three (3) competency criteria, the choice shall be made according to seniority. When no candidate meets one of the three (3) competency criteria, the choice shall be made by order of seniority from among the candidates who are deemed competent by the board.

4. The teacher whose name does not appear on the list provided for in clause 5-3.21 and who could not be assigned according to the foregoing, may only displace within his field. In this case, he shall displace a teacher who was placed in this field by the application of clauses 5-3.22, 5-3.23 and the preceding provisions and who was already identified in his field of origin on the list provided for in clause 5-3.21.

5. If no teacher is so identified, or if the displacement is not possible as a result of competency criteria, he shall displace, according to the inverse order of seniority, the teacher in his field identified on the list provided for in clause 5-3.21. If the teacher who displaces does not meet the competency criteria in order to replace the teacher to be displaced, he shall displace according to the inverse order of seniority another teacher in his field identified on the list provided for in clause 5-3.21. If, due to competency criteria, he is unable to displace a teacher in his field identified on the list provided for in clause 5-3.21 or if there is no other teacher in his field identified on the list provided for in clause 5-3.21, he shall be considered as assignment-surplus and placed in Field 38.
6. The teacher displaced shall be considered in staff excess at the time he is displaced; he shall be placed in the assignment and transfer pool at the board level and the procedure provided for in this clause shall apply to him.
7. The teacher who is in assignment-surplus following the application of the preceding paragraph 5 may displace the teacher in his discipline who has the least seniority instead of being placed in Field 38. The teacher thus displaced shall be in assignment-surplus and placed in Field 38. When there is more than one teacher, they shall be considered by order of seniority.

B) Voluntary Movement at the Board Level:

The teachers who expressed their intention to change field, discipline or specialty as well as the teachers who expressed their intention to change school may be assigned to another field, discipline, specialty or school provided that they meet one of the three (3) competency criteria.

When there is more than one candidate, they shall be considered by order of seniority. The board may not be obliged to carry out the changes requested.

No later than June 15, the board shall inform the union in writing of the assignment changes which occurred following the application of clauses 5-3.23 and 5-3.24.

No later than June 15, the teacher whose assignment was changed shall be informed of this in writing.

APPENDIX I

LIST OF SCHOOL BOARDS CONCERNED

UNION	SCHOOL BOARD	TYPE		
		LOCAL	REGIONAL	INTEGRATED
Banlieue de Québec	Sainte-Foy	X		
	Chaudière-Etchemin	X		
	Lotbinière	X		
	Marie Victorin	X		
Champlain	Huntingdon			X
	Valleyfield			X
Charlevoix	Du Gouffre	X		
	Laure Conan	X		
Châteauguay-Moissons	Charlevoix		X	
	Châteauguay			X
	Des Moissons			X
Chauveau	Chauveau		X	
Est du Québec	Des Anses	X		
	Rocher-Percé	X		
	Grande-Hermine	X		
	Forillon	X		
	Dé la Péninsule			X
Grand-Portage	Grand-Portage		X	
	Rivière du Loup	X		
	Jean Chapais	X		
	Des Basques	X		
	Des Frontières	X		
	Témiscouata	X		
	Des Montagnes	X		
	Haut-Richelieu	Honoré Mercier		X
St-Jean sur				
Richelieu		X		
Iberville		X		
Marieville		X		
Des Rivières		X		

UNION	SCHOOL BOARD	TYPE		
		LOCAL	REGIONAL	INTEGRATED
Haute Côte Nord	Manicouagan			X
	Bersimis			X
	Tadoussac			X
Henri-Bourassa	Pierre Neveu			X
	Haute Gatineau			X
Lignery	Lignery		X	
	Laprairie	X		
	Brossard	X		
	Napierville	X		
Louis-Hémon	Roberval	X		
	La Vallière	X		
	Normandin	X		
	Dolbeau	X		
	Vallée Mistassini	X		
	Louis-Hémon		X	
Mauricie	Shawinigan	X		
	Val-Mauricie	X		
	Grand-Mère	X		
	Normandie	X		
	Mauricie		X	
Mille-Isles	Vaudreuil-Soulanges		X	
	Soulanges	X		
	Vaudreuil	X		
	Ile Perrot	X		
Nicolet	Provencher		X	
	Lac St-Pierre	X		
	Port-Royal	X		
	Les Becquets	X		

UNION	SCHOOL BOARD	TYPE		
		LOCAL	REGIONAL	INTEGRATED
Nord-Ouest Québécois	Abitibi			X
	Témiscamingue			X
	Chapais-Chibougamau			X
	Harricana		X	
	La Vérendrye		X	
	Lebel sur Quévillon	X		
	Malartic	X		
	Val d'Or	X		
	Amos	X		
Barraute-Senneterre	X			
Outaouais	Outaouais-Hull	X		
	La Lièvre	X		
	Seigneurie	X		
	Outaouais	X		
	Papineau		X	
Pascal-Taché	Montmagny	X		
	Trois Saumons	X		
	La Pocatière	X		
	L'Islet Sud	X		
Portneuf	Tardivel		X	
	Mgr Vachon	X		
	Grand-bois	X		
	Portneuf	X		
Richelieu-Yamaska	Yamaska		X	
	St-Hyacinthe	X		
St-Jérôme	St-Jérôme			X
Saguenay	Valin			X
	Chicoutimi			X
	Baie des Ha Ha			X
Taillon	Taillon	X		

UNION	SCHOOL BOARD	TYPE			
		LOCAL	REGIONAL	INTEGRATED	
Vieilles-Forges	Grandpré	X			
	Chavigny	X			
	Trois-Rivières	X			
	Cap de la Madeleine	X			
	Des Chenaux	X			
	Vieilles-Forges			X	
TOTAL:	24	33	60	17	16

AGREEMENT BY VIRTUE OF ARTICLE 9-4.00
OF THE PROVISIONS CONSTITUTING
COLLECTIVE AGREEMENTS BINDING

ON THE ONE HAND

EACH OF THE SCHOOL BOARDS
FOR CATHOLICS CONTEMPLATED BY CHAPTER 0-7.01
OF THE REVISED STATUTES OF QUÉBEC

AND

ON THE OTHER HAND

EACH OF THE CERTIFIED ASSOCIATIONS WHICH, ON
NOVEMBER 29, 1982, NEGOTIATED THROUGH THE
CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC
ON BEHALF OF TEACHERS IN THE EMPLOY OF
THESE SCHOOL BOARDS

January 27, 1984

69-0248 (2-S)

The parties to this agreement agree as follows:

I. Clause 5-4.04 of the said provisions is replaced by the following.

5-4.04 Sabbatical Leave with Deferred Salary

In a board where there is surplus, such leave shall permit a tenured teacher who is not on availability to have his salary of one (1) year, two (2) years, three (3) years or four (4) years spread out over a period of two (2) years, three (3) years, four (4) years or five (5) years respectively, one of the years being taken as a leave.

The granting of such leave 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.

This leave shall be subject to the provisions specified in Appendix XXIX of the provisions constituting collective agreements.

II. The following clause 5-4.06 is added to the said provisions.

5-4.06 Loan of Service to a Community Organization

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

The granting of such 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.

This leave shall be subject to the provisions specified in Appendix XXX of the provisions constituting collective agreements.

III. Article 11-15.00 of the said provisions is modified by adding Appendices XXIX, XXX, XXXI and XXXII to those already listed therein.

IV. Appendices XXIX, XXX, XXXI and XXXII are added to the said provisions.

V. This agreement shall come into force on the date of its signature by the board and the union.

APPENDIX XXIX

Sabbatical Leave with Deferred Salary

The following provisions shall apply to the teacher who benefits from a sabbatical leave with deferred salary in accordance with clause 5-4.04.

1. Duration of the Period Covered by this Appendix

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.

This period is hereinafter called the "contract".

2. Duration of the Sabbatical Leave, Workload and Working Time

- a) The sabbatical leave shall be for one (1) school year;
- b) during the other school years contemplated by the contract, the teacher's workload and working time shall be the same as that of any other regular teacher;
- c) upon his return, the teacher shall be reintegrated into his field, discipline and school, subject to the provisions respecting movement of personnel.

3. Rights and Benefits

During each of the school years contemplated by this contract, the teacher shall only receive a percentage of the salary to which he would be entitled under the applicable collective agreement.

(The percentage applicable shall be one of the percentages indicated in article 13 of this appendix).

Subject to the provisions specified in this contract, 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 would have under this agreement if he were actually in the employ of the board.

- a) During the sabbatical leave, the teacher shall not be entitled to any of the premiums provided for in his collective agreement. During each of the other years of the contract, the teacher shall be entitled, where applicable, to all of the premiums that are applicable to him;
- b) each of the school years contemplated by this contract shall count as a period of service for the purposes of the three pension plans presently in force (RRF, RREGOP, RRE).

4. Retirement, Withdrawal or Resignation of the Teacher

In the event of the retirement, withdrawal 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 benefitted from a sabbatical leave (salary paid in excess);

the teacher shall reimburse* the board for the amount received during the leave according to the percentages determined in article 14 of this appendix and this, without interest. However, these percentages will have to be adjusted in order to take into account, where applicable, the exact period of implementation of the contract;

- b) the teacher has not benefitted from a sabbatical leave (salary not paid);

the board shall reimburse the teacher, for the period of implementation of the contract, an amount equal to the difference between the salary to which he would have been entitled by virtue of the applicable agreement if the said contract was not in force and the salary received by virtue of this appendix, and this, without interest;

- 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 obtained is negative, the board shall reimburse this amount to the teacher; if the result obtained is positive, the teacher shall reimburse* this amount to the board.

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 paragraphs a), b) or c) of article 4 shall then apply.

6. Leave of Absence without Salary

For the duration of the contract, the teacher shall not be entitled to any leave of absence without salary except those granted obligatorily under the applicable collective agreement. In this case, this contract shall terminate on the date of the beginning of the leave without salary.

The conditions stipulated in paragraphs a), b) or c) of article 4 shall then apply mutatis mutandis.

* The board and the teacher may agree on the terms and conditions of reimbursement.

The board and the teacher may agree that the provisions of this article shall not apply in the case of a leave of absence without salary of five (5) working days or less.

7. Non-re-engagement of the Teacher

In the event of the non-re-engagement of the teacher on July 1st of a school year included in the contract, the latter shall terminate on that date and this, under the conditions stipulated in paragraphs a), b) or c) of article 4.

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 shall then apply mutatis mutandis. However, the board shall not make any monetary claim, if the teacher is required to reimburse the board following the application of paragraph c) of the said article.

The provisions of this article shall not apply in the following cases:

- a) the teacher placed on availability is recalled to his board on or before the first day of work following his placement on availability;
- b) 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. Death of the Teacher

In the event of the death of the teacher during this contract, the latter shall terminate on the date of the death and the conditions stipulated in article 4 shall then apply mutatis mutandis. However, the board shall not make any monetary claim, if the teacher is required to reimburse the board following the application of paragraphs a) or c) of the said article.

10. Disability

- a) The teacher shall receive a percentage of the income benefit to which he is entitled under the applicable collective agreement equal to the percentage of salary that he receives under article 3 of this appendix;
- b) the disability develops before the sabbatical leave and still exists at the beginning of the sabbatical leave; in this case, the teacher shall choose:
 - 1) to defer the sabbatical leave to a school year during which he will no longer be disabled; or

ii) to terminate this contract and thus receive the salary that has not been paid (paragraph b) of article 4);

c) the disability lasts more than two (2) years;

at the end of these two (2) years, this contract shall terminate and the conditions stipulated in article 4 shall then apply mutatis mutandis; however, the board shall not make any monetary claim, if the teacher is required to reimburse the board following the application of paragraph c) of the said article.

11. Maternity Leave (20 weeks) and Leave for Adoption (10 weeks)

a) The leave takes place during the sabbatical leave;

the sabbatical leave shall be interrupted for the duration of the maternity leave or the leave for adoption provided for in the applicable collective agreement and shall be extended accordingly following the termination of such leave; moreover, the contract shall also be extended accordingly. During the interruption, the provisions of the applicable collective agreement concerning maternity leaves or leaves for adoption shall apply;

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 applicable collective agreement concerning maternity leaves or leaves for adoption shall 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; or

ii) to terminate this contract and thus receive the salary that has not been paid (paragraph b) of article 4).

12. If incompatible with the other provisions of the agreement, the provisions of this appendix shall have precedence.

13. Percentages of Salary

In the case of a two (2) year contract, the percentage shall be fifty (50) % of the salary.

In the case of a three (3) year contract, the percentage shall be sixty-six and two-thirds ($66 \frac{2}{3}$) % of the salary.

In the case of a four (4) year contract, the percentage shall be seventy-five (75) % of the salary.

In the case of a five (5) year contract, the percentage shall be eighty (80) % of the salary.

14. Reimbursement Schedule

a) For a five (5) year contract

After the first (1st) year of implementation of the contract: one hundred (100) % of the amount received.

After the second (2nd) year of implementation of the contract: seventy-five (75) % of the amount received.

After the third (3rd) year of implementation of the contract: fifty (50) % of the amount received.

After the fourth (4th) year of implementation of the contract: twenty-five (25) % of the amount received.

b) For a four (4) year contract

After the first (1st) year of implementation of the contract: one hundred (100) % of the amount received.

After the second (2nd) year of implementation of the contract: sixty-six and two-thirds ($66 \frac{2}{3}$) % of the amount received.

After the third (3rd) year of implementation of the contract: thirty-three and one-third ($33 \frac{1}{3}$) % of the amount received.

c) For a three (3) year contract

After the first (1st) year of implementation of the contract: one hundred (100) % of the amount received.

After the second (2nd) year of implementation of the contract: thirty-three and one-third ($33 \frac{1}{3}$) % of the amount received.

d) For a two (2) year contract

After the first (1st) year of implementation of the contract: one hundred (100) % of the amount received.

APPENDIX XXX

LOAN OF SERVICE OF A TEACHER TO A COMMUNITY ORGANIZATION

If a teacher benefits from a loan of service to a community organization in accordance with clause 5-4.06, the following provisions shall apply.

1. The teacher shall benefit, for the duration of this contract, from a leave of absence without loss of salary, including premiums for regional disparities if he continues to work in one of the sectors provided for in Chapter 12 of the collective agreement, the foregoing in accordance with the terms and conditions of payment provided for in articles 6-8.00 and 6-9.00 of the provisions constituting collective agreements.
2. The provisions of Chapter 8-0.00 shall not apply to the teacher for the duration of this contract, they shall be replaced by the provisions concerning the duties and responsibilities as well as the workload and working time specified within the organization for the group of employees into which he is integrated. If the teacher must work overtime, the cost shall be assumed by the organization.
3. Subject to the provisions of this appendix, the teacher shall be entitled, for the duration of this contract, to the benefits that he would have under his collective agreement if he were actually in the employ of his board.
4. The teacher or board may terminate the contract by means of a ten (10) day written notice to the other party; in this case, the teacher shall return to the board.
5. Upon his return, the teacher shall be reintegrated into his field, discipline and school, subject to the provisions respecting movement of personnel.

APPENDIX XXXI

EMPLOYMENT PREMIUM

In a board where there is surplus, this measure shall permit a tenured teacher who is relocated outside the public or parapublic sector to benefit from an employment premium.

When no teacher on availability in a board or no teacher on availability in this board meets the competency criteria in order to fill a full-time teaching position, the Regional Placement Bureau may authorize this board to grant an employment premium to a teacher if such premium permits the relocation to this board of a tenured teacher on availability within the territory covered by the Regional Placement Bureau.

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

This premium shall be subject to the provisions listed hereinafter:

1. The teacher who benefits from the employment premium must choose whether he intends to avail himself or not of the severance pay provided for in clause 5-4.02.

If he chooses to avail himself of the severance pay, all the provisions concerning the granting of this premium shall apply and the provisions of this appendix shall apply to the employment premium. In this case, the date of his resignation shall be that provided for in clause 5-4.02.

If he chooses not to avail himself of the severance pay, only the provisions of this appendix shall apply. In this case, the date of his resignation shall be his last day of work preceding his departure from the board.

2. Provided that the teacher cannot benefit from the Federal Labour Mobility Plan, the board may decide to reimburse moving expenses; if the board decides to do so, the teacher shall benefit from the provisions of articles 3 to 14 of Appendix II of the provisions constituting collective agreements, it being specified that the board referred to in article 14 shall be the board that the teacher is leaving.
3. 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 resignation, reduced, where applicable, by the amount of severance pay that he receives.

This premium shall be payable in twelve (12) equal and consecutive monthly instalments as of the date of engagement of the teacher by the employer.

4. The teacher who leaves his new position or the teacher whose engagement is terminated before the expiry of the payment of the employment premium provided for in article 3 must notify the board by registered mail within ten (10) days of the break in his employment ties; he shall then be entitled to receive the balance of the twelve (12) instalments provided for in article 3 that were not paid by the board at the time of the receipt of this notice by the board.

5. Notwithstanding paragraph A) of Appendix XXXII, if a teacher who chose to avail himself of the severance pay according to the provisions of article 1 of this appendix feels wronged with respect to the granting of severance pay according to the provisions of clause 5-4.02, the union may contest it according to the provisions of Chapter 9-0.00 of the provisions constituting collective agreements.

APPENDIX XXXII

RECOURSE CONCERNING CERTAIN REDUCTION MEASURES

- A) Within ninety (90)(1) days of the date of the event which gave rise to a grievance concerning the application or interpretation of one of the provisions provided for in Appendices XXIX, XXX and XXXI the union shall so inform the board in writing by registered letter or certified mail.
- B) Within fifteen (15) days of the receipt of such grievance, the board and the union shall meet in order to find a solution.
- C) In case of disagreement between the board and the union, or if the meeting provided for in the preceding paragraph has not taken place, the union, may, within forty-five (45) days of the receipt of the grievance by the board, submit the grievance to a national parity committee composed of two (2) members:

1 representative appointed jointly by the Fédération and the Ministère from among the employer-group members of the committee contemplated in Appendix XIV;

1 representative appointed by the Centrale from among the union members of the committee contemplated in Appendix XIV.

This committee shall analyse the complaint and shall render a decision.

If the decision is unanimous, it shall bind the teacher, the board and the union.

If the committee's decision is not unanimous, the union that wishes to submit this grievance to arbitration must proceed directly to arbitration in accordance with article 9-3.00 and this, within thirty (30) days of the receipt of the committee's decision.

-
- (1) Read one hundred and twenty (120) days for the Littoral and New-Québec School Boards.

IN WITNESS WHEREOF, the parties have signed in Québec, this 27th day of January 1984.

FOR THE EMPLOYER BARGAINING
COMMITTEE FOR CATHOLIC SCHOOL
BOARDS

FOR THE CENTRALE DE L'ENSEIGNE-
MENT DU QUEBEC

(signed) _____
Roger CARETTE
President

(signed) _____
Robert BISAILLON
President of the Commission des
enseignantes et enseignants des
commissions scolaires

(signed) _____
Georges-Noël FORTIN
Vice-president

(signed) _____
William J. SMITH
Spokesman

(signed) _____
Denis LECLERC
Spokesman

IN WITNESS WHEREOF, the parties have signed in _____, this _____
day of _____ 198__.

FOR THE SCHOOL BOARD

FOR THE UNION

AGREEMENT BY VIRTUE OF ARTICLE 9-4.00
OF THE PROVISIONS CONSTITUTING
COLLECTIVE AGREEMENTS BINDING

ON THE ONE HAND: EACH OF THE SCHOOL BOARDS FOR CATHOLICS
CONTEMPLATED BY CHAPTER 0-7.01 OF THE REVISED STATUTES OF QUÉBEC

AND

ON THE OTHER HAND: EACH OF THE CERTIFIED ASSOCIATIONS WHICH, ON
NOVEMBER 29, 1982, NEGOTIATED THROUGH THE CENTRALE DE L'ENSEIGNEMENT
DU QUÉBEC ON BEHALF OF TEACHERS IN THE EMPLOY OF THESE SCHOOL BOARDS

SUBJECT: Amendments to Chapter 11-0.00 and addition of Appendix XXXIII
(granting of contracts, adult education).

March 08, 1984

69-0248 (3-S)

The parties to this agreement agree as follows:

I. Clause 11-7.03 is replaced by the following:

11-7.03 SECURITY OF EMPLOYMENT

- 1- Section 5-3.00, with the exception of clauses 5-3.19 to 5-3.26 shall apply it being specified that the specialty taught as described in clause 11-1.02 shall be substituted for the notion of field of teaching.
- 2- If the board decides to reduce its staff, the teacher in staff excess is non re-engaged if he is not tenured or placed on availability if he is tenured. The board must notify by registered letter or certified mail the teacher who is non re-engaged or placed on availability before June 1 of the current school year. Such non-re-engagement or placement on availability shall be carried out within the specialty taught where there is a staff excess according to the inverse order of seniority.
- 3- Notwithstanding clause 5-3.13, the teacher who has completed two (2) complete years of continuous service as defined in paragraph 4 of this clause and who is granted a full-time contract within the next two (2) years shall acquire his tenure at the time of the signing of this contract.
- 4- For the purposes of applying the preceding paragraph 3, a school year during which the teacher taught a minimum of seven hundred and twenty (720)* hours in the adult education sector shall constitute a complete year of continuous service for the purposes of acquiring tenure as defined in clause 5-3.13. For the purposes of applying this clause, only the periods remunerated according to clause 11-1.04 of the 1975-1979 agreement, according to clause 11-6.07 of the 1979-1982 agreement and according to clause 11-1.02 of this agreement, shall be considered as having been devoted to teaching.

(*) Read eight hundred (800) hours as of the 1983-1984 school year.

II. Clause 11-10.03 is replaced by the following:

11-10.03 The teacher's work year shall be comprised of two hundred (200) working days within the school year.

As regards the distribution of the workdays, clauses 8-3.02, 8-3.03 and 8-3.04 shall apply differently for the adult education sector. However, such distribution, unless there is a different agreement between the board and the union, must guarantee the teacher a minimum of four (4) consecutive weeks of vacation between July 1 and August 31 of the same school year.

III. Section 11-15.00 is replaced by the following:

11-15.00 APPENDICES

Subject to clause 10-2.04, the following appendices shall apply:
I, II, III-a), III-b), VI, VII, VIII, IX, X, XI, XIII, XIV, XV,
XXIII, XXIV, XXV, XXVI, XXIX, XXX, XXXI, XXXII and XXXIII.

IV. Appendix XXXIII is added to the said provisions.

V. This agreement shall come into force on the date of its signing by the board and the union.

APPENDIX XXXIII

ADULT EDUCATION

Division I - General Provisions

Article 1. This appendix shall only apply to the teachers who, following the recommendations of the committee set up by virtue of the provisions of Appendix XXVI, are engaged by the board as full-time teachers to teach adults.

The names of the boards and teachers contemplated by this appendix shall be the subject of a letter of agreement signed by the national negotiating parties which is deemed as forming an integral part of this appendix as if it were included herein.

The withdrawal of the names of boards and teachers, following the recommendations of the said committee, shall be signed by the national negotiating parties. The addition of names of boards and teachers, following new recommendations of the said committee, shall also be signed by the national negotiating parties; moreover, in this latter case, it shall also be signed by the board and the union concerned.

Article 2. Subject to the provisions prescribed in this appendix, the provisions constituting collective agreements shall apply to the said teachers as of their engagement.

Division II - Special Provisions

Article 3. Engagement

- a) Notwithstanding clause 5-3.32, every board contemplated in article 1 of this appendix must offer a full-time contract to each of the teachers whose engagement is foreseen for the said board.
- b) The teacher who is thus offered a contract of engagement must accept it within ten (10) days following the receipt of such written offer of engagement.
- c) Refusal or failure to accept the engagement offered within the time allotted shall cancel all the rights that the teacher may have by virtue of this appendix.

Article 4. Coming into Force

The contract of engagement signed in accordance with the preceding article 3 shall come into force on January 1, 1984.

APPENDIX XXXIII (cont'd)

Article 5. Seniority

Notwithstanding clause 11-2.07, the teacher who signs a contract within the framework of this appendix shall have one (1) year of seniority recognized for the period extending from July 1, 1983 to June 30, 1984. However, if this teacher leaves before the end of the 1983-1984 work year, the seniority that is recognized for him shall be calculated in the following manner:

two hundred (200) days reduced by the number of working days between the date of his departure and the last day of the 1983-1984 work year.

Article 6. Experience

Notwithstanding clause 11-8.04, the teacher who signs a contract within the framework of this appendix shall have one (1) year of experience recognized for the period extending from July 1, 1983 to June 30, 1984. However, if this teacher leaves the service of the board before the end of the work year, the provisions of clause 11-8.04 shall apply.

Article 7. Tenure

Notwithstanding paragraph 3 of clause 11-7.03, the teacher referred to in this appendix who has completed two (2) complete years of continuous service in the 1978-1979, 1979-1980, 1980-1981, 1981-1982 or 1982-1983 school years shall acquire his tenure at the time of the signing of his contract, it being specified that paragraph 4 of clause 11-7.03 shall apply to him.

This article shall only apply to the teacher who, at the time of the signing of his contract, is legally qualified or is granted a provisional teaching authorization in accordance with article 8 of this appendix.

Article 8. Legal Qualifications

- a) The teacher referred to in this appendix who, at the time of the signing of his contract of engagement, is not legally qualified according to paragraph A) of clause 5-3.34 shall, on the one hand, be considered as having a provisional teaching authorization for a period of employment extending from the date of the signing of his contract and June 30, 1984 and, on the other hand, shall be issued a provisional teaching authorization provided that he be eligible; the said provisional authorization shall take effect on July 1, 1984;
- b) the teacher referred to in paragraph a) of this article shall be subject to all the conditions related to the issue and renewal of the said provisional authorization;

APPENDIX XXXIII (cont'd)

Article 8. (cont'd)

- c) the teacher referred to in this appendix who, at the time of the signing of his contract of engagement, is neither legally qualified nor eligible for a provisional teaching authorization, shall receive an engagement tolerance.

- d) (Protocol)

The teacher referred to in paragraph c) of this article who has taught a minimum of seven hundred and twenty (720) hours in the adult education sector during each of the school years 1980-81, 1981-82 and 1982-83, of which at least two (2) of these years with the board, shall obtain, upon his engagement, a provisional teaching authorization; in this case, the provisions of paragraphs a) and b) of this article shall apply to such teacher.

Article 9. Remuneration and Workload

- a) The proportion of the annual salary to which the teacher is entitled for the period extending from January 1, 1984 to June 30, 1984 shall be established by the number of workdays determined for each teacher by the board for this period in accordance with clause 11-10.03 in relation to the two hundred (200) days which constitute the teacher's work year.

The amount determined according to the preceding subparagraph shall be reduced by any amount paid to the teacher for instruction dispensed to adults at an hourly rate for the period extending from January 1, 1984 to the signing of his contract of engagement in accordance with article 3 of this appendix.

- b) The proportion of the annual salary determined in the first subparagraph of the preceding paragraph a) shall also determine the proportion of the eight hundred (800) hours provided for in paragraph A) of clause 11-10.04 for the period extending from January 1, 1984 to June 30, 1984.

The number of hours determined in the preceding first subparagraph shall be reduced by the number of hours of instruction dispensed by the teacher at an hourly rate for the period extending from January 1, 1984 to the signing of his contract of engagement in accordance with article 3 of this appendix.

- c) Notwithstanding the second subparagraph of paragraph A) of clause 11-10.04, the compensation referred to in that subparagraph shall only be payable if the teacher exceeds the number of hours determined in the second subparagraph of paragraph b) of this article.

IN WITNESS WHEREOF, the parties have signed in Québec, this 8th day of the month of March 1984.

FOR THE EMPLOYER BARGAINING
COMMITTEE FOR CATHOLIC
SCHOOL BOARDS

FOR THE CENTRALE DE L'ENSEI-
GNEMENT DU QUÉBEC ON BEHALF
OF THE TEACHER ASSOCIATIONS
THAT IT REPRESENTS

(signed)

Roger CARETTE
President

(signed)

Robert BISAILLON
President of the Commission
des enseignants(es) des
commissions scolaires

(signed)

Georges-Noël FORTIN
Vice-president

(signed)

William J. SMITH
Spokesman

(signed)

Denis LECLERC
Spokesman

IN WITNESS WHEREOF, the parties have signed in _____ this _____
day of the month of _____ 1984.

FOR THE SCHOOL BOARD

FOR THE UNION

EXAMPLE

Determination of the remuneration and workload of the teacher engaged by the board within the framework of Appendix XXXIII (for the 1983-1984 school year)

Data

- the teacher's contract is signed on February 20, 1984;
- there are 105 workdays between January 1 and June 30, 1984;
- the teacher's schooling and experience entitle him to category 16, step 10;
- the annual salary on the salary scale applicable for the first five (5) days of the period concerned = 27 067,00\$.
- the annual salary on the salary scale applicable for the last hundred (100) days of the period concerned = 27 893,00\$.

Determination of the proportion of annual salary and annual workload

- the proportion of annual salary applicable for the period concerned =

$$\begin{array}{r} 5/200 \quad \times \quad 27\,067,00\$ \quad = \quad 676,68\$ \\ + \quad 100/200 \quad \times \quad 27\,893,00\$ \quad + \quad 13\,946,50\$ \\ \hline \quad \quad \quad \quad \quad \quad \quad \quad = \quad 14\,623,18\$ \end{array}$$

- workload for the period concerned =

$$\frac{105}{200} \times 800 = 420 \text{ hours}$$

- the number of hours worked by the teacher between January 1 and February 20, 1984 = 95 hours (114 periods of 50 minutes).
- the salary received for these hours =

$$114 \times 24,96\$ = 2\,845,44\$$$

- the number of hours to be carried out between February 20 and June 30 =

$$420 - 95 = 325$$

- the salary due for these 325 hours =

$$14\,623,18\$ - 2\,845,44\$ = 11\,777,74\$$$

Determination of the compensation due

- During the period included between February 20 and June 30, the teacher shall carry out 330 hours.

- the compensation due

$$= 330 - 325 = 5$$

$$5 \times \frac{1}{1\,000} \times 27\,893,00\$$$

$$= 139,47\$$$

AGREEMENT BY VIRTUE OF ARTICLE 9-4.00

THE PURPOSE OF THIS AGREEMENT IS TO AMEND THE PROVISIONS CONSTITUTING
COLLECTIVE AGREEMENTS

BINDING

ON THE ONE HAND:

EACH OF THE SCHOOL BOARDS FOR CATHOLICS CONTEMPLATED BY CHAPTER 0-7.1
OF THE REVISED STATUTES OF QUÉBEC

AND

ON THE OTHER HAND:

EACH OF THE CERTIFIED ASSOCIATIONS WHICH, ON NOVEMBER 29, 1982, NEGOTIATED
THROUGH THE CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC ON BEHALF OF TEACHERS IN
THE EMPLOY OF THESE SCHOOL BOARDS

SUBJECT: AMENDMENTS TO CERTAIN CLAUSES DEALING WITH SENIORITY

April 25, 1984

69-0248 (4-S)

The parties agree as follows:

I. Clause 5-2.05 is replaced by the following:

5-2.05 Seniority shall be calculated as follows:

- a) for each school year where the period of employment covers the entire school year, one year of seniority shall be recognized for the teacher;
- b) 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 such period of employment: the number of working days included in such period over two hundred (200).

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

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

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

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

n = fraction of year of seniority

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

II. Clause 5-2.07 is replaced by the following:

5-2.07 Seniority shall only be lost for any one of the following reasons:

- a) the resignation of the teacher, except in the case of a resignation followed by a re-engagement by his board or an engagement by another board located within the jurisdictional territory of the regional board for services during the school year following the year of resignation;
- b) the dismissal, termination or non-re-engagement uncontested or upheld by an arbitration award, except in the case of a dismissal, termination or non-re-engagement followed by a re-engagement by his board or an engagement by another board located within the jurisdictional territory of the regional board for services during the school year following the year of the dismissal, termination or non-re-engagement;

- c) if more than twenty-four (24) months have elapsed since the non-re-engagement of a teacher because of surplus or between his non-re-engagement because of surplus and his re-engagement by his board or his engagement by another board located within the jurisdictional territory of the regional 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 of the teacher-by-the-lesson and his re-engagement by his board or an engagement by another board located within the jurisdictional territory of the regional board.

III. The following clause 5-2.15 is added:

5-2.15 Notwithstanding clauses 5-2.01, 5-2.02 and 5-2.08, the years of service as 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 section.

This clause shall only apply to the teacher who meets the following conditions:

- 1) he is in the employ of the board;
- 2) he is covered by the Protocole d'intégration des professeurs de l'État du Québec aux commissions scolaires (SPEQ);
- 3) he has not lost his seniority as a result of the application of clause 5-2.07 of this agreement or of the corresponding clause in the former collective agreements and this, since his integration into a board by virtue of the said protocol;
- 4) he submits a written request to the board so that this clause may apply to him and this, within ninety (90) days of the signing of this agreement between the board and the union.

Within thirty (30) days of the request, the board shall inform the teacher and the union of the seniority that it recognizes for him by virtue of this clause; the union may only contest it within thirty (30) days of its receipt. Clauses 5-2.08 and 5-2.09 shall apply mutatis mutandis to this teacher.

IV. The following clause 5-2.16 is added:

5-2.16 The seniority that the teacher engaged by the board by virtue of paragraph A) of clause 5-3.32 of this agreement, or of the corresponding clause of the former agreement, had prior to his departure shall be recognized by the board and any additional seniority shall be added thereto, in accordance with the provisions of this section.

V. This agreement shall come into force on the date of its signature by the board and the union and shall have no retroactive effect.

IN WITNESS WHEREOF, the parties have signed in Québec, this 25th day of the month of April 1984.

FOR THE EMPLOYER BARGAINING
COMMITTEE FOR CATHOLIC
SCHOOL BOARDS

FOR THE CENTRALE DE L'ENSEI-
GNEMENT DU QUÉBEC

(signed)

Roger CARETTE
President

(signed)

Robert BISAILLON
President of the Commission
des enseignants(es) des
commissions scolaires

(signed)

Georges-Noël FORTIN
Vice-president

(signed)

William J. SMITH
Spokesman

(signed)

Denis LECLERC
Spokesman

IN WITNESS WHEREOF, the parties have signed in _____ this _____
day of the month of _____ 1984.

FOR THE SCHOOL BOARD

FOR THE UNION

AGREEMENT BY VIRTUE OF ARTICLE 9-4.00

THE PURPOSE OF THIS AGREEMENT IS TO AMEND THE PROVISIONS CONSTITUTING
COLLECTIVE AGREEMENTS

BINDING

ON THE ONE HAND:

EACH OF THE SCHOOL BOARDS FOR CATHOLICS CONTEMPLATED BY CHAPTER 0-7.1
OF THE REVISED STATUTES OF QUÉBEC

AND

ON THE OTHER HAND:

EACH OF THE CERTIFIED ASSOCIATIONS WHICH, ON NOVEMBER 29, 1982, NEGOTIATED
THROUGH THE CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC ON BEHALF OF TEACHERS IN
THE EMPLOY OF THESE SCHOOL BOARDS

SUBJECT: AMENDMENTS TO CERTAIN CLAUSES OF SECTIONS 5-7.00 AND 5-8.00

April 25, 1984

69-0248 (5-S)

The parties agree as follows:

I. Clause 5-7.06 is replaced by the following:

5-7.06 The termination of the teacher's contract of engagement may only occur between the fifteenth (15th) and the thirty-fifth (35th) day from the date on which the teacher was relieved of his duties unless the board and the union agree in writing on an extension of this time limit.

Such termination may only occur after serious deliberations at a meeting of the Council of Commissioners or of the board's Executive Committee convened for this purpose.

II. Clause 5.8.06 is replaced by the following:

5-8.06 The board must, before June 1st of the current school year, notify in writing by registered letter or certified mail the teacher concerned and the union of its decision not to renew the engagement of this teacher for the following school year. The notice must contain the reason or reasons for the board's decision.

Such non-re-engagement may only be made at a meeting of the Council of Commissioners or of the board's Executive Committee.

III. This agreement shall come into force on the date of its signature by the board and the union and shall have no retroactive effect.

IN WITNESS WHEREOF, the parties have signed in Québec, this 25th day of the month of April 1984.

FOR THE EMPLOYER BARGAINING
COMMITTEE FOR CATHOLIC
SCHOOL BOARDS

FOR THE CENTRALE DE L'ENSEI-
GNEMENT DU QUÉBEC

(signed)

Roger CARETTE
President

(signed)

Robert BISAILLON
President of the Commission
des enseignants(es) des
commissions scolaires

(signed)

Georges-Noël FORTIN
Vice-president

(signed)

William J. SMITH
Spokesman

(signed)

Denis LECLERC
Spokesman

IN WITNESS WHEREOF, the parties have signed in _____ this _____
day of the month of _____ 1984.

FOR THE SCHOOL BOARD

FOR THE UNION

AGREEMENT BY VIRTUE OF ARTICLE 9-4.00

THE PURPOSE OF THIS AGREEMENT IS TO AMEND THE PROVISIONS CONSTITUTING
COLLECTIVE AGREEMENTS

BINDING

ON THE ONE HAND:

EACH OF THE SCHOOL BOARDS FOR CATHOLICS CONTEMPLATED BY CHAPTER 0-7.1
OF THE REVISED STATUTES OF QUÉBEC

AND

ON THE OTHER HAND:

EACH OF THE CERTIFIED ASSOCIATIONS WHICH, ON NOVEMBER 29, 1982, NEGOTIATED
THROUGH THE CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC ON BEHALF OF TEACHERS IN
THE EMPLOY OF THESE SCHOOL BOARDS

SUBJECT: AMENDMENTS TO PARAGRAPH A) OF CLAUSE 5-3.26

April 25, 1984

69-0248 (6-S)

The parties agree as follows:

I. Paragraph A) of clause 5-3.26 is replaced by the following:

5-3.26

If a need arises between June 1 and the first day of class of the following school year, the teacher whose school was changed may be reintegrated into his original school provided that he meet the competency criteria and that he made his intention known before June 1.

If a staff excess is ascertained after June 1, the teacher concerned shall be considered as assignment-surplus and placed in Field 38.

However, for the purposes of applying clauses 5-3.21 to 5-3.24, the teacher declared assignment-surplus and placed in Field 38 by the application of the second subparagraph of paragraph A) of this clause shall be considered as assigned to the discipline and school to which he belonged before being placed in Field 38 and this, provided that he still be in Field 38 at the time of the application of clauses 5-3.21 to 5-3.24.

II. This agreement shall come into force on the date of its signature by the board and the union and shall have no retroactive effect.

IN WITNESS WHEREOF, the parties have signed in Québec, this 25th day of the month of April 1984.

FOR THE EMPLOYER BARGAINING
COMMITTEE FOR CATHOLIC
SCHOOL BOARDS

FOR THE CENTRALE DE L'ENSEI-
GNEMENT DU QUÉBEC

(signed)

Roger CARETTE
President

(signed)

Robert BISAILLON
President of the Commission
des enseignants(es) des
commissions scolaires

(signed)

Georges-Noël FORTIN
Vice-president

(signed)

William J. SMITH
Spokesman

(signed)

Denis LECLERC
Spokesman

IN WITNESS WHEREOF, the parties have signed in _____ this _____
day of the month of _____ 1984.

FOR THE SCHOOL BOARD

FOR THE UNION

AGREEMENT BY VIRTUE OF ARTICLE 9-4.00

THE PURPOSE OF THIS AGREEMENT IS TO AMEND THE PROVISIONS CONSTITUTING
COLLECTIVE AGREEMENTS

BINDING

ON THE ONE HAND:

EACH OF THE SCHOOL BOARDS FOR CATHOLICS CONTEMPLATED BY CHAPTER 0-7.1
OF THE REVISED STATUTES OF QUÉBEC

AND

ON THE OTHER HAND:

EACH OF THE CERTIFIED ASSOCIATIONS WHICH, ON NOVEMBER 29, 1982, NEGOTIATED
THROUGH THE CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC ON BEHALF OF TEACHERS IN
THE EMPLOY OF THESE SCHOOL BOARDS

SUBJECT: AMENDMENTS TO APPENDIX XXXIII

April 25, 1984

69-0248 (7-S)

The parties agree as follows:

I. Article 7 of Appendix XXXIII is replaced by the following:

Article 7. Tenure

Notwithstanding paragraph 3 of clause 11-7.03, the teacher referred to in this appendix who has completed two (2) full years of continuous service during the school years 1978-1979, 1979-1980, 1980-1981, 1981-1982 or 1982-1983, shall acquire his tenure at the time of the signing of his contract, it being specified that paragraph 4 of clause 11-7.03 shall apply to him.

Notwithstanding clause 5-3.13, the teacher who does not acquire his tenure at the time of the signing of his full-time contract but who in 1983-84 taught 800 hours in the adult education sector, whether as a teacher at an hourly rate or on a full-time basis, shall have this school year recognized as one (1) year of continuous service as defined in clause 5-3.13.

This article shall only apply to the teacher who, at the time of the signing of his contract, is legally qualified or is granted a provisional teaching authorization in accordance with article 8 of this appendix.

II. This agreement shall come into force on the date of its signature by the board and the union and shall have no retroactive effect.

IN WITNESS WHEREOF, the parties have signed in Québec, this 25th day of the month of April 1984.

FOR THE EMPLOYER BARGAINING
COMMITTEE FOR CATHOLIC
SCHOOL BOARDS

FOR THE CENTRALE DE L'ENSEI-
GNEMENT DU QUÉBEC

(signed)

Roger CARETTE
President

(signed)

Robert BISAILLON
President of the Commission
des enseignants(es) des
commissions scolaires

(signed)

Georges-Noël FORTIN
Vice-president

(signed)

William J. SMITH
Spokesman

(signed)

Denis LECLERC
Spokesman

IN WITNESS WHEREOF, the parties have signed in _____ this _____
day of the month of _____ 1984.

FOR THE SCHOOL BOARD

FOR THE UNION

AGREEMENT BY VIRTUE OF ARTICLE 9-4.00

THE PURPOSE OF THIS AGREEMENT IS TO AMEND THE PROVISIONS CONSTITUTING
COLLECTIVE AGREEMENTS

BINDING

ON THE ONE HAND:

EACH OF THE SCHOOL BOARDS FOR CATHOLICS CONTEMPLATED BY CHAPTER 0-7.1
OF THE REVISED STATUTES OF QUÉBEC

AND

ON THE OTHER HAND:

EACH OF THE CERTIFIED ASSOCIATIONS WHICH, ON NOVEMBER 29, 1982, NEGOTIATED
THROUGH THE CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC ON BEHALF OF TEACHERS IN
THE EMPLOY OF THESE SCHOOL BOARDS

SUBJECT: AMENDMENTS TO CERTAIN SECTIONS AND ADDITION OF APPENDIX XXXIV
AS A RESULT OF THE WORK OF THE NATIONAL COMMITTEE FOR THE
IMPLEMENTATION OF MEASURES CONCERNING THE REDUCTION OF THE
NUMBER OF TEACHERS

April 30, 1984

69-0248 (8-S)

The parties agree as follows:

I. The Table of Contents is modified as follows:

5-17.00	Sabbatical Leave with Deferred Salary
5-18.00	Contribution of a teacher to a Savings or Credit Union Pension Plan
5-19.00	Pension Plan
Appendix XXIX	Sabbatical Leave with Deferred Salary
Appendix XXX	Loan of Service of a Teacher to a Community Organization
Appendix XXXI	Employment Premium
Appendix XXXII	Recourse concerning certain reduction measures
Appendix XXXIII	Adult Education
Appendix XXXIV	Special Measures concerning the reduction of the number of teachers on availability or to be placed on availability

II. Clause 5-1.05 is replaced by the following:

5-1.05 Subject to the application of subparagraphs 1), 2), 3) and 4) of paragraph A) of clause 5-3.32, the board may appoint a person already in its employ to a vacant teaching position.

III. Paragraphs 4) and 8) of clause 5-3.28 are replaced by the following:

- 5-3.28
- 4) Except for any period of leave without pay, the length of time on availability shall count as a period of service for purposes of the three pension plans presently in force (RRF, RREGOP and RRE).
 - 8) Except for the case provided for in clause 5-4.04, the fact that a teacher on availability replaces an absent teacher or occupies a position which would otherwise be assigned to a part-time teacher, a teacher-by-the-lesson, a teacher at an hourly rate or an occasional substitute, shall not modify in any way his status as a teacher on availability.

IV. Paragraph e) of clause 5-3.29 is replaced by the following:

- 5-3.29
- e) At the time of his engagement by another board or a teaching institution within the education sector, the tenure and seniority that the teacher on availability had when he left his board shall be recognized as shall be his bank of non-redeemable sick-leave days, the years of experience which were recognized by his board, the months of service as defined in clause 5-4.02 as well as the right to the application of clauses 6-2.09 and 6-5.02 if the only reason that would cause him to lose such a right is the result of a break in his employment ties.

V. Clause 5-3.32 is replaced by the following:

5-3.32 OBLIGATIONS OF THE BOARD

- A) Once the assignment process is completed, the board that has a regular teaching position to fill shall proceed in the following order and in each case the candidate must meet the competency criteria:

V. Clause 5-3.32 (CONT'D)

- 1) The board shall assign the teacher placed in Field 38 by virtue of the provisions of clauses 5-3.21 to 5-3.24, clause 5-3.26 or of subparagraphs 2), 3) or 4) of this paragraph. However, in the case of the latter subparagraph, it shall only apply to teachers on availability.
- 2) Subject to the third subparagraph of paragraph a) of clause 5-3.29, the board shall recall the teacher it placed on availability if such teacher is still in its employ. The board must so inform the Regional Placement Bureau.
- 3) The board shall engage a teacher on availability coming from another board for Catholics or for Protestants and who is referred by the Regional Placement Bureau and who is obliged to accept the position, taking into account the provisions concerning obligatory mobility (50 km).
- 4) The board shall engage a teacher on availability coming from another board for Catholics or for Protestants who is referred by the Regional Placement Bureau and who is not required to accept the position, taking into account the provisions concerning obligatory mobility (50 km), or it shall engage a tenured teacher coming from another board for Catholics or for Protestants who is referred by the Regional Placement Bureau, as long as this measure cancels a placement on availability.
- 5) The board may appoint a regular full-time employee already in its employ who has at least two (2) years of continuous service.
- 6) The board may engage a full-time teacher for the following school year without proceeding through the Regional Placement Bureau. However, the board may, in this case, only engage a tenured teacher from another board as long as this measure cancels a placement on availability.
- 7) The board shall engage a teacher on availability coming from a teaching institution within the education sector other than a board or a person on availability as defined in his agreement or a document governing his working conditions and coming from a board or another teaching institution in the education sector and referred by the Regional Placement Bureau.
- 8) The board shall recall the teacher it non re-engaged because of surplus of personnel.
- 9) The board shall engage the teacher non re-engaged by another board whose name appears on the lists of the Regional Placement Bureau.

V.

Clause 5-3.32 (CONT'D)

- B) In the case of subparagraphs 1), 2) and 8) of paragraph A) of this clause, the board shall recall the teacher with the most seniority from the field where there is a position to be filled. If there is no such teacher, it shall recall the teacher with the most seniority from among those coming from other fields. For the purposes of this paragraph, the teacher who was assigned to regular substitution at the time of his placement on availability shall be considered as coming from the field to which he belonged before being assigned to regular substitution and the teacher on availability at the time of the signing of this agreement shall be considered as coming from the field corresponding to that to which he was assigned before his placement on availability.
- C) For the purposes of applying subparagraphs 3) and 4) of paragraph A) of this clause, if the teacher meets the competency criteria solely under Division 4 of Appendix XXXIV, the board shall not be obliged to engage him; moreover, the teacher shall not be obliged to accept engagement for a position offered and this, notwithstanding clause 5-3.29.
- D) The board that engages a teacher within the education sector on availability according to his collective agreement shall recognize the seniority that was recognized for him, the days accumulated in his bank of non-redeemable sick-leave days, his tenure, his years of experience, the right to the application of clauses 6-2.09 and 6-5.02, if the only reason that would cause him to lose such right is the result of a break in his employment ties and his months of service as defined in clause 5-4.02.

VI.

Clause 5-4.01 is replaced by the following:

5-4.01

Pre-retirement

- a) As of July 1st, the board shall grant a pre-retirement leave for the current school year to the teacher who so requests if such a measure allows the reduction of the number of teachers on availability in his board. By means of a simple written notice no later than August 15, this leave may be cancelled if the board ascertains at that time that it no longer has the effect of reducing the number of teachers on availability at the board.
 - 1.- This pre-retirement leave shall be a leave of absence with full pay for a complete year. This leave may be for less than one full year if it comes into force after the beginning of the work year.
 - 2.- The duration of this pre-retirement leave shall count as a period of service for purposes of the three pension plans presently in force (RRF, RREGOP and RRE).
 - 3.- Only those teachers who would be entitled to retire in the year following the leave and who would not be entitled to full pension (70%) in the year of the leave shall be eligible.
 - 4.- At the end of the pre-retirement leave, the teacher concerned shall automatically resign and shall be considered as having retired.
 - 5.- During this pre-retirement leave, the teacher shall be entitled to the benefits provided for in the collective agreement, provided they be compatible with the nature of the leave.
 - 6.- During this pre-retirement leave, the teacher may not hold a contract of employment with an employer of the public or parapublic sector.

VI.

Clause 5-4.01 (CONT'D)

- b) When no teacher on availability in a board or no teacher on availability in this board meets the competency criteria to fill a full-time teaching position, the Regional Placement Bureau may authorize this board to grant a pre-retirement leave to a teacher if such leave allows the relocation in this board of a teacher on availability from another board.

VII.

Clause 5-4.02 is replaced by the following:

5-4.02

Severance Pay.

- A) Except for the period from July 1 to August 15, the board shall grant severance pay to a tenured teacher who resigns if he so requests and if his resignation permits a reduction of the number of teachers on availability in his board. For the period from July 1 to August 15, severance pay shall be payable only on the following August 16 if such resignation still permits on this date a reduction of the number of teachers on availability in his board.

Severance pay shall be paid on the following conditions:

- 1- Acceptance of severance pay shall entail, for the teacher concerned, the loss of his tenure.
 - 2- It must be accompanied by the permanent departure from the public and parapublic sector (break in the employment ties) and no return is possible before one (1) year. Failing this, the amount paid must be reimbursed.
- B) Severance pay shall equal 0,84% of the annual salary per complete month of service at the time of the teacher's departure from the board. A month of service shall be counted if the teacher is in service for half or more of the number of workdays in this month; however, for the purposes of this clause, the teacher may not accumulate more than ten (10) months of service per school year. Severance pay shall be limited to a maximum of 50% of the annual salary. For the purposes of calculating severance pay, the annual salary shall be the salary rate applicable to the teacher at the time of his resignation, it being specified that in the case of a teacher on availability, the salary rate shall be that he would receive if he were not on availability. Moreover, in the case of a teacher on a part-time leave without pay, the salary rate shall be that he would receive if he were not on a part-time leave.

Leaves of absence for union business, parental leaves under section 5-13.00, absences for disability or for work accidents, special leaves, leaves for matters related to education, leaves with or without pay for studies as well as any other leave for which this agreement provides for the payment of salary shall constitute service for the purposes of calculating severance pay.

VII.

Clause 5-4.02 (CONT'D)

Notwithstanding the provisions of this paragraph B), in the case of the teacher who is sixty-five (65) years of age and over or who is entitled to a full pension (70%), and, in the case of the teacher referred to in the second paragraph of article 1) of Appendix XXXI, the amount of severance pay shall be set at 50% of the annual salary.

- C) A resignation submitted in conformity with this clause shall only be effective as of the date on which the teacher concerned receives the total amount of severance pay.
- D) If no teacher on availability in a board or no teacher on availability in that board meets the competency criteria in order to fill a full-time teaching position, the Regional Placement Bureau may authorize the board to grant severance pay to a teacher if such severance pay allows the relocation in this board of a teacher on availability from another board.

VIII

Clause 5-4.03 is replaced by the following:

5-4.03

Transfer of Rights

- a) As of May 1st, if the tenured teacher leaves his board to be engaged by another board and this has the effect of reducing the number of teachers on availability in his board or in another board or to be placed on availability in his board, he shall benefit from the transfer of his tenure, the years of experience recognized by his board, the seniority, the months of service as defined in clause 5-4.02, the banks of non-redeemable sick-leave days, the right to the application of clauses 6-2.09 and 6-5.02 if the only reason that would cause him to lose such right is the result of a break in his employment ties, as well as the cost of transporting his furniture and personal effects as provided for in Appendix II (subparagraphs 3 and 4) according to the conditions stipulated therein.
- b) The teacher on availability who accepts to be relocated at a distance greater than fifty (50) kilometers from his domicile and from the place where he was teaching at the time of his placement on availability, shall receive a premium equivalent to $\frac{2}{12}$ of the annual salary and shall benefit from the transfer of his tenure, the years of experience recognized by his board, the seniority, the months of service as defined in clause 5-4.02, the banks of non-redeemable sick-leave days, the right to the application of clauses 6-2.09 and 6-5.02 if the only reason that would cause him to lose such right is the result of a break in his employment ties, as well as to the application of Appendix II.

Such premium shall be $\frac{4}{12}$ of the annual salary if the teacher on availability is in a board located outside of school regions 1, 8 or 9, and accepts to be relocated in one of the three aforementioned regions at a distance greater than fifty (50) kilometers from his domicile and from the place of work where he was teaching at the time of his placement on availability.

For the purposes of calculating the premium, the annual salary shall be the rate of salary applicable to the teacher at the time of his resignation, it being specified that in the case of the teacher on availability, the salary rate shall be that he would receive were he not on availability. Moreover, in the case of the teacher on a part-time leave without pay, the salary rate shall be that he would receive were he not on a part-time leave.

VIII.

Clause 5-4.03 (cont'd)

This premium shall be paid by the board that the teacher leaves.

The tenured teacher whose relocation allows a reduction of the number of teachers on availability in his board or in another board may also benefit from such premiums under the same conditions.

IX.

Clause 5-4.04 is replaced by the following:

5-4.04

Replacement of full-time teacher

In order to replace a full-time teacher who is on a full-time leave of absence, either for the entire school year or to complete a school year, provided that such leave began on or prior to October 15, and whose leave cannot be cancelled or terminated without the board's consent, the board shall assign a teacher referred to in subparagraph 1) of paragraph A) of clause 5-3.32; failing which, it shall recall a teacher on availability referred to in the second subparagraph of the same paragraph.

In these cases, the candidate must meet the competency criteria and the provisions provided for in paragraph B) of clause 5-3.32 shall apply.

X.

The following clause 5-4.07 is added.

5-4.07

For the purposes of this section and of Appendices XXIX, XXX, XXXI and XXXIV, the expression "teacher(s) on availability" shall also include the teacher(s) referred to in subparagraph 1) of paragraph A) of clause 5-3.32.

XI.

Paragraph A) of section 5-15.00 is replaced by the following:

5-15.00

A) The board may not refuse a full-time leave without pay, either for an entire school year or to complete a school year provided that the leave begin on or prior to October 15, if the granting of this leave permits the latter to assign the teacher referred to in subparagraph 1) of paragraph A) of clause 5-3.32 or to recall a teacher on availability.

The request for such a leave must be made within the time limits prescribed in the provisions of the agreement negotiated at the local or regional level; however, the board and the union may agree on reasons permitting a teacher to obtain such a leave without respecting the time limits prescribed.

XII.

Section 5-17.00 is replaced by the following:

5-17.00

Sabbatical Leave with Deferred Salary

This leave shall permit a tenured teacher who is not on availability to have his salary of one (1) year, two (2) years, three (3) years or four (4) years spread over a period of two (2) years, three (3) years, four (4) years or five (5) years respectively, one of the years being taken as a leave of absence.

XII. Section 5-17.00 (CONT'D)

The granting of such leave 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.

Such leave shall be subject to the provisions provided for in Appendix XXIX of the provisions constituting collective agreements.

XIII. Section 5-18.00 is replaced by the following:

5-18.00 CONTRIBUTIONS OF A TEACHER TO A SAVINGS OR CREDIT UNION

As regards this matter, the provisions of the 1979-82 collective agreement negotiated and agreed upon at the local or regional level in accordance with Order-in-Council 262-79, modified by Orders-in-Council 2015-79 and 2601-79, shall continue to apply for the duration of this collective agreement.

However, these provisions shall not result in the abrogation, amendment or modification of the scope of any provision of this entente which shall prevail in the case of contradictory or incompatible provisions.

XIV. The following section 5-19.00 is added:

5-19.00 PENSION PLAN

5-19.01 The Act respecting the Government and Public Employees' Retirement Plan (R.S.Q., Chapter R-10) shall apply to the teachers covered by this agreement who do not contribute to the Teachers' Pension Plan.

5-19.02 a) The appointment of the representatives of the unionized employees to the committee mentioned in section 128 of the Act respecting the Government and Public Employees' Retirement Plan shall be made through the certified unions that represent them. Each union shall have as many votes as it represents employees; it may cast all its votes in support of one person or it may distribute them among several persons.

b) The votes cast by all the unions shall be compiled and the fifteen (15) persons receiving the most votes shall be declared elected. There shall be only one vote.

c) If an elected representative cannot fulfill his mandate, his replacement shall be appointed for the remainder of the term by all the other elected representatives still in office.

XV. Subparagraph a) of clause 9-3.01 is replaced by the following:

9-3.01 a) any grievance concerning one of the following sections or chapters:

Chapters: 3-0.00 and 4-0.00

Sections: 5-2.00, 5-5.00, 5-6.00, 5-11.00, 5-14.00, 5-15.00, 5-16.00 and 5-18.00.

The aforementioned chapters and sections to which the chapter on Adult Education refers.

- XVI.** Clause 11-7.17 is replaced by the following:
- 11-7.17 SABBATICAL LEAVE WITH DEFERRED SALARY**
- Section 5-17.00 shall apply.
- XVII.** Clause 11-7.18 is replaced by the following:
- 11-7.18 TEACHER'S CONTRIBUTION TO A SAVINGS OR CREDIT UNION**
- Section 5-18.00 shall apply.
- XVIII.** The following clause 11-7.19 is added:
- 11-7.19 PENSION PLAN**
- Section 5-19.00 shall apply.
- XIX.** Section 11-5.00 is replaced by the following:
- 11-15.00 APPENDICES**
- Subject to clause 10-2.04, the following appendices shall apply: I, II, III-a), III-b), VI, VII, VIII, IX, X, XI, XIII, XIV, XV, XXIII, XXIV, XXV, XXVI, XXIX, XXX, XXXI, XXXII, XXXIII and XXXIV.
- XX.** Article 1 of Appendix II is replaced by the following:
1. The provisions of this appendix aim to determine that to which the teacher who can benefit from a reimbursement of his moving costs, is entitled as moving expenses within the scope of relocation as provided for in sections 5-3.00 and 5-4.00 and Appendix XXXI.
- XXI.** Paragraph c) of article 2 of Appendix IX is replaced by the following:
- c) This gross saving is reduced by the total of the costs resulting from the application of the measures concerning the reduction of the number of teachers placed on availability, with the understanding that the measures the cost of which is equal to the salary of 800 full-time teachers as of October 15 of each year are excluded from these costs;
- XXII.** The first paragraph of Appendix XXIX is replaced by the following:
- If a teacher benefits from a sabbatical leave with deferred salary in accordance with section 5-17.00, the following provisions shall apply.
- XXIII.** Paragraph c) of article 14 of Appendix XXIX is replaced by the following:
- c) For a three (3) year contract
- After the first (1st) year of implementation of the contract: one hundred (100) % of the amount received.
- After the second (2nd) year of implementation of the contract: fifty (50) % of the amount received.
- XXIV.** The second paragraph of Appendix XXXI is replaced by the following:
- When no teacher on availability in a board or no teacher on availability in that board meets the competency criteria in order to fill a full-time teaching position, the Regional Placement Bureau may authorize this board to grant an employment premium to a teacher if such premium permits the relocation in this board of a tenured teacher on availability from another board.

XIV.

The following Appendix XXXIV is added:

SPECIAL MEASURES CONCERNING THE REDUCTION OF THE NUMBER OF TEACHERS ON AVAILABILITY OR TO BE PLACED ON AVAILABILITY

DIVISION 1- Pre-retirement spread over two (2) years (1984-85 and 1985-86)

- A) As of July 1, 1984, the board may grant a one (1) year pre-retirement leave spread over the 1984-1985 and 1985-1986 school years if such measure permits the reduction of the number of teachers on availability in his board. However, by means of a simple written notice no later than August 15, 1984, this leave may be cancelled if the board ascertains at that time that it no longer has the effect of reducing the number of teachers on availability at the board.
- 1° This pre-retirement leave is a half-time leave with 50% of the annual salary to which the teacher is entitled for the two (2) complete school years (1984-1985, 1985-1986).
 - 2° Each of the 1984-1985 and 1985-1986 school years shall count as a period of service for the purposes of the three (3) pension plans presently in force (RRF, RREGOP, RRE).
 - 3° Only those teachers who would be entitled to retire in 1986-1987 and who would not be entitled to full pension (seventy (70) %) during the two (2) years of the leave.
 - 4° At the end of the pre-retirement leave, the teacher concerned shall automatically resign and shall be considered as having retired.
 - 5° Subject to the provisions provided for in this division, the teacher shall, during this pre-retirement leave, be entitled to the benefits provided for in the collective agreement, provided they be compatible with the nature of the leave.
 - 6° During this pre-retirement leave, the teacher may not hold a contract of employment with an employer of the public or parapublic sector.
- B) During the two (2) school years 1984-1985 and 1985-1986, the teacher referred to in this division is assigned 50% of the workload of a full-time teacher. The terms and conditions for the organization of the workload shall be determined by the board after consultation with the teacher and union concerned. The teacher shall be entitled to 50% of the annual salary; the same shall apply for the premiums for regional disparities and special leaves. For the purposes of applying the provisions of Divisions F, G, H and I of section 5-10.00, the teacher referred to in this division shall be considered as a part-time teacher (fifty (50) %).
- C) During the two (2) school years 1984-1985 and 1985-1986, the teacher referred to in this division may not benefit from any of the other reduction measures referred to in section 5-4.00, in Appendices XXIX, XXX, XXXI or other divisions of this appendix.
- D) When no teacher on availability in a board or no teacher on availability in that board meets the competency criteria to fill a full-time teaching position, the Regional Placement Bureau may authorize this board to grant a one (1) year pre-retirement leave spread over the 1984-1985 and 1985-1986 school years to a teacher if such leave allows the relocation in this board of a tenured teacher on availability from another board.

DIVISION 2- Relocation Premiums

Solely for the 1984-1985 school year, the relocation premiums of 2/12 and 4/12 of the annual salary referred to in clause 5-4.03 shall be increased to 6/12 and 8/12 respectively and this, on the same conditions as those provided for in the said clause.

XXV. (CONT'D) Appendix XXXIV (CONT'D)

DIVISION 3- Loan of Service to the ministère de l'Industrie et du Commerce

The teacher who, within the framework of the reduction measures, is on a loan of service to the ministère de l'Industrie et du Commerce shall continue to accumulate experience as defined in section 6-4.00, as if he were really in service. However, the provisions of this division shall only apply if the teacher on a loan of service returns to his board on or prior to the date foreseen for the expiry of the said loan of service.

DIVISION 4- Retraining of Teachers

The teacher who has completed the "retraining program for teachers from the secondary level to the primary level"* shall receive, at the end of the program, an attestation from the Ministère. The said attestation shall indicate for each teacher the field or fields at the primary level for which he is deemed capable of teaching. The teacher shall then be considered as meeting the competency criteria as defined in clause 5-3.19 for the field or fields indicated therein.

Notwithstanding clause 7-1.04, the teacher in the employ of an integrated school board may refuse to participate in the "retraining program for teachers from the secondary level to the primary level"*; he may also decide not to complete the said training period.

* Document dated February 27, 1984

XXXVI. This agreement shall come into force on the date of its signature by the board and the union and shall have no retroactive effect.

IN WITNESS WHEREOF, the parties have signed in Québec, this 30th day of the month of April 1984.

FOR THE EMPLOYER BARGAINING
COMMITTEE FOR CATHOLIC
SCHOOL BOARDS

FOR THE CENTRALE DE L'ENSEI-
GNEMENT DU QUÉBEC

(signed)

Roger CARETTE
President

(signed)

Robert BISAILLON
President of the Commission
des enseignants(es) des
commissions scolaires

(signed)

Georges-Noël FORTIN
Vice-president

(signed)

William J. SMITH
Spokesman

(signed)

Denis LECLERC
Spokesman

IN WITNESS WHEREOF, the parties have signed in _____ this _____
day of the month of _____ 1984.

FOR THE SCHOOL BOARD

FOR THE UNION

AGREEMENT BY VIRTUE OF ARTICLE 9-4.00

THE PURPOSE OF THIS AGREEMENT IS TO AMEND THE PROVISIONS CONSTITUTING
COLLECTIVE AGREEMENTS

BINDING

ON THE ONE HAND

EACH OF THE SCHOOL BOARDS FOR CATHOLICS CONTEMPLATED BY CHAPTER 0-7.1 OF THE
REVISED STATUTES OF QUÉBEC

AND

ON THE OTHER HAND

EACH OF THE CERTIFIED ASSOCIATIONS WHICH, ON NOVEMBER 29, 1982, NEGOTIATED
THROUGH THE CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC ON BEHALF OF TEACHERS IN
THE EMPLOY OF THESE SCHOOL BOARDS

May 11, 1984

69-0248 (9-S)

1) Clause 5-3.14 is amended by adding the following paragraph 3):

5-3.14 3) The board and the union may agree to create a new field of teaching (Field 39) regrouping all the teacher-generalists at the secondary level. In this case, the board and the union shall agree on the terms and conditions concerning the changing of field.

2) Clause 5-3.26 is amended by adding the following paragraph:

5-3.26 For the year 1984, the dates and time limits provided for in clauses 5-3.20 to 5-3.24 and in clause 5-8.03 need not be respected. Any notice given under these clauses may be amended. Moreover, the June 1 date provided for in clauses 5-3.25, 5-3.26 and 5-8.06 shall be replaced by June 15 and the June 30 date provided for in clause 5-8.09 shall be replaced by July 15.

3) Clause 8-4.02 is amended by adding the following subparagraph:

8-4.02 No later than June 15, 1984, the board and the union may agree, by means of a local arrangement as defined in section 9-5.00, on the terms and conditions for the distribution of these twenty-seven (27) hours.

4) Clause 8-4.04 is amended by adding the following sentence to the second paragraph:

8-4.04 At the primary level, the teacher shall carry out remediation with his own pupils.

5) Clause 8-4.05 is amended by replacing paragraphs a) and b) by the following:

8-4.05 a) for all the full-time teachers at the primary level, twenty (20) hours and thirty (30) minutes in 1983-1984 and in 1984-1985 and twenty-one (21) hours as of 1985-1986.

b) for all the full-time teachers at the secondary level, seventeen (17) hours and five (5) minutes in 1983-1984 and in 1984-1985 and seventeen (17) hours and thirty (30) minutes in 1985-1986.

6) Clause 8-4.05 is amended by replacing the last paragraph by the following:

8-4.05 Unless there is a different agreement between the board and the union, at least 60% of the workload must be devoted to the presentation of courses and lessons as well as to the student activities within the pupils' timetable. The percentage for head teachers shall be fifty (50).

- 7) Clause 8-9.01 is amended by replacing the second paragraph by the following:
8-9.01 The board and the union shall set up an advisory committee of teachers for pupils with learning or emotional problems; this committee's mandate shall be:
- 8) Appendix IX is replaced by Appendix IX attached hereto:
- 9) Appendix XVII is replaced by the following:

Appendix XVII

DURATION OF PRESENCE OF PUPILS AT THE PRIMARY LEVEL

At the primary level, the weekly difference between the maximum average time to be devoted to the presentation of courses and lessons and to student activities within the pupils' timetable and the time during which the pupils are present for these same courses, lessons and student activities shall be at least three (3) hours.

- 10) Appendix XVIII is declared null and void.
- 11) Appendix XXI is amended by adding Field 39.

Field 39

The teaching of several disciplines at the secondary level by the teacher-generalist.

- 12) Clause 10-2.04 is amended in order to specify that Appendices XXXV, XXXVI, XXXVII, XXXVIII, XXXIX and XL included herein shall not be part of the collective agreement.

Appendix XXXV concerning the reception of pupils on a gradual basis at the pre-school level.

Appendix XXXVI concerning report cards at the pre-school level.

Appendix XXXVII concerning children with learning or emotional problems.

Appendix XXXVIII concerning the implementation of new programs.

Appendix XXXIX concerning the number of pupil-groups at the secondary level.

Appendix XL concerning the surplus of teachers in technical/vocational instruction.

*
APPENDIX IX (Protocol)

MEASURES CONCERNING THE REDUCTION OF THE NUMBER OF TEACHERS ON AVAILABILITY

- 1) The percentages of salary provided for in the first paragraph of clause 5-3.28 are guaranteed minimums.
- 2) Where the number of teachers on availability is less than that forecast by the M.E.Q., there may be, for each year taken separately, an increase in the percentage of salary paid to teachers on availability, up to a maximum of 100%, according to the provisions which follow:
 - a) each year the M.E.Q. shall calculate the difference between the number of teachers on availability by October 15th and the number which was forecast;
 - b) where the number is less than that which had been forecast, the M.E.Q. shall calculate the gross saving brought about by this difference;
 - c) this gross saving is reduced by the total of the costs resulting from the application of the measures concerning the reduction of the number of teachers placed on availability, with the understanding that the measures the cost of which is equal to the salary of 800 full-time teachers as of October 15 of each year are excluded from these costs;
 - d) every reduction measure involving costs which are spread over more than one school year (such as early retirement) must involve an annual accounting of the applicable costs for each year in question;
 - e) the net saving obtained shall be used to increase the percentage of salary of teachers on availability according to the terms and conditions established after consultation with the C.E.Q., P.A.P.T. and the P.A.C.T..
- 3) For the year in question, loans of service and substitution during leaves of absence with or without salary reimbursed by a third party, to the extent that the substitution is assured by a teacher on availability, are considered as reductions. The relocation of a teacher on availability into a position of regular substitute does not constitute a reduction.
- 4) The number of teachers on availability on October 15th of each year and the number forecast shall be calculated for all teachers in the employ of school boards for Catholics and for Protestants.
- 5) The M.E.Q. shall guarantee that the number of teachers on availability for the entire pre-school, primary and secondary public network shall not exceed 4 000 on October 15, 1983, on October 15, 1984 and on October 15, 1985.

(SEE EXAMPLES ON NEXT PAGE)

1984-05-07

Appendix IX (Protocol)
(cont'd)

PERCENTAGE LEVELS OF NUMBER OF TEACHERS ON AVAILABILITY
IN RELATION TO NUMBER OF TEACHERS ALLOCATED IN THE BASIC ENVELOPE
(Reduction Measures at no Cost)

	1983-1984		1984-1985		1985-1986		Security of Employment Plans Possible
Evaluation of number of teachers allocated	58 665		58 130		57 351		-----
	Number of Teachers on Availability	Percentage %	Number of Teachers on Availability	Percentage %	Number of Teachers on Availability	Percentage %	-----
Guaranteed Plan	3 843	6,57	3 536	6,08	3 505	6,11	1st year: 100% 2nd year: 80% 3rd year: 80%
Plan #1	3 843	6,57	3 086	5,30	3 015	5,28	1st year: 100% 2nd year: 90% 3rd year: 92%
Plan #3	3 843	6,57	2 936	5,05	2 830	4,93	1st year: 100% 2nd year: 95% 3rd year: 98%
Plan #5	3 843	6,57	2 786	4,79	2 755	4,80	1st year: 100% 2nd year: 100% 3rd year: 100%

THESE DATA SERVE AS EXAMPLES ONLY

1984-05-07

APPENDIX XXXV

LETTER CONCERNING THE RECEPTION OF PUPILS ON A GRADUAL BASIS AT
THE PRE-SCHOOL LEVEL

Québec, April 27, 1984

Mr. Robert Bisailon
President
Commission des enseignants(es)
des commissions scolaires
2336, Chemin Ste-Foy
Sainte-Foy, QC
G1V 1S5

Dear Sir:

The strict interpretation of the Régime pédagogique permits one to conclude that pre-school pupils must be present for complete half-days as of the first days of class.

I intend to propose an amendment to section 36 of the Régime pédagogique in order to allow school boards to set the days for receiving pupils at the pre-school level from the days devoted to educational and motivational activities.

Le Ministre de l'Éducation

YVES BÉRUBÉ

APPENDIX XXXVI

LETTER CONCERNING REPORT CARDS AT THE PRE-SCHOOL LEVEL

Québec, April 27, 1984

Mr. Robert Bisailon
President
Commission des enseignants(es)
des commissions scolaires
2336, Chemin Ste-Foy
Sainte-Foy, QC
G1V 1S5

Dear Sir:

Section 8 of the Régime pédagogique provides for five written evaluation reports per year on the pupil's development.

In order to facilitate contact with parents, I am recommending that the Régime pédagogique be amended so that school boards may replace one of the five written evaluation reports of the pupil's development by a meeting with parents.

Le Ministre de l'Éducation

YVES BÉRUBÉ

APPENDIX XXXVII

LETTER CONCERNING CHILDREN WITH LEARNING OR EMOTIONAL PROBLEMS

Québec, April 27, 1984

Mr. Robert Bisaillon
President
Commission des enseignants(es)
des commissions scolaires
2336, Chemin Ste-Foy
Sainte-Foy, QC
G1V 1S5

Dear Sir:

In the hope of solving certain problems, I intend to modify section 12 of the Régime pédagogique - primary level and section 13 of the Régime pédagogique - secondary level in order to specify that the board, in its policy for the integration of pupils with learning or emotional problems, must take the necessary measures in order to provide the following information: the identification of specialized resources available in the schools and at the school board; the identification of rules for the special groups of children with learning or emotional problems; the identification of rules respecting the classification of these pupils and an evaluation of their development; the identification of integration rules for regular groups and more specifically the support services and weighting rules for integrated pupils.

Moreover, each school will have to identify effective support measures for such clientele and the weighting carried out and inform the school committee and advisory committee at the level of the school of the measures foreseen.

Lastly, I intend to take the necessary measures in order to ensure that the budgetary resources allocated to each school board are clearly identified.

Le Ministre de l'Éducation

YVES BÉRUBÉ

APPENDIX XXXVIII

LETTER CONCERNING THE IMPLEMENTATION OF NEW PROGRAMS

Québec, April 27, 1984

Mr. Robert Bisailon
President
Commission des enseignants(es)
des commissions scolaires
2336, Chemin Ste-Foy
Sainte-Foy, QC
G1V 1S5

Dear Sir:

Following the consultation on the Green Paper, the ministère de l'Éducation has decided to define the objectives and contents of the programs of study and to prepare new programs for certain subjects. In order to ensure the systematic implementation of such programs, the ministère and the school boards have prepared a schedule extending from 1981 to 1986 for the francophone sector and from 1981 to 1988 for the anglophone sector. In certain cases, a teacher may be required to implement several new programs of study.

An examination of the situation shows that certain programs can only be implemented between now and 1986. Some of the programs are still without text books or teaching materials. As a result of the work of the joint committee on the teachers' workload, it would be appropriate to review the schedule for the implementation of new programs and to set up a national committee, composed of unions, federations of employers and of the ministère de l'Éducation in order to assess the impact of the schedule, to pinpoint the problems and to recommend new conditions of implementation.

You will be informed of the proceedings and results of such committee in the near future.

ANDRÉ ROUSSEAU,
Sous-ministre adjoint,
Secteur préscolaire, primaire
et secondaire

APPENDIX XXXIX

Québec, April 27, 1984

LETTER OF AGREEMENT CONCERNING THE NUMBER OF PUPIL-GROUPS
AT THE SECONDARY LEVEL

As a result of the discussions on the workload of teachers at the secondary level, we recognize the need to avoid an increase in the number of pupil-groups assigned to a teacher and to reduce these numbers in certain cases. To this end, we are setting up a working committee whose mandate would be to identify the solutions permitting the realization of these objectives.

If these solutions entail amendments to the Régime pédagogique concerning the compulsory courses and the time devoted to each, interested groups will be consulted.

If the parties feel that the solutions would permit the realization of the objectives sought, we agree to amend the collective agreement and to introduce therein, if need be, the maximum number of groups assigned to a teacher.

André Rousseau
Sous-ministre adjoint,
Secteur préscolaire, primaire
et secondaire

Robert Bisailion
Président,
Commission des enseignants(es)
des commissions scolaires

APPENDIX XL

LETTER CONCERNING THE SURPLUS OF TEACHERS IN
TECHNICAL/VOCATIONAL INSTRUCTION

Québec, April 27, 1984

Mr. Robert Bisaillon
President
Commission des enseignants(es)
des commissions scolaires
2336, Chemin Ste-Foy
Sainte-Foy, QC
G1V 1S5

Dear Sir:

The application of the Régime pédagogique as regards technical/vocational instruction will undoubtedly affect the number of teachers required in general instruction and in technical/vocational instruction, taking into account the one year deferral of the technical/vocational specialization at the secondary level.

On the one hand, the surplus of teachers is the result of a 10% decrease of clientele during each of the past three years. On the other hand, the surplus will also result from the deferral of the technical/vocational instruction provided for in the Régime pédagogique.

Even if this surplus were temporary, we want to involve teachers, both at the national and local levels, in the selection of terms and conditions of implementation of the Régime pédagogique concerning technical/vocational instruction, in order to validate the following hypotheses:

- the spreading out of the implementation period;
- the temporary decrease in compulsory subjects;
- the preparation of other solutions likely to minimize the negative effects resulting from the deferral of technical/vocational instruction.

A national parity committee will be set up in order to examine the proposed solutions and to formulate the appropriate recommendations.

ANDRÉ ROUSSEAU
Sous-ministre adjoint,
Secteur préscolaire,
primaire et secondaire

IN WITNESS WHEREOF, the parties have signed in Québec, this 11th day of the month of May 1984.

FOR THE EMPLOYER BARGAINING
COMMITTEE FOR CATHOLIC SCHOOL
BOARDS

FOR THE CENTRALE DE
L'ENSEIGNEMENT DU QUÉBEC

(signed)

Roger CARETTE
President

(signed)

Robert BISAILLON
President of the Commission
des enseignants(es) des
commissions scolaires

(signed)

Georges-Noël FORTIN
Vice-president

(signed)

Me René LAPOINTE
Spokesman

(signed)

Serge MALTAIS
Spokesman

IN WITNESS WHEREOF, the parties have signed in _____ this _____
day of the month of _____ 1984.

FOR THE SCHOOL BOARD

FOR THE UNION

AGREEMENT BY VIRTUE OF ARTICLE 9-4.00

THE PURPOSE OF THIS AGREEMENT IS TO AMEND THE PROVISIONS CONSTITUTING
COLLECTIVE AGREEMENTS

BINDING

ON THE ONE HAND:

EACH OF THE SCHOOL BOARDS FOR CATHOLICS CONTEMPLATED BY CHAPTER 0-7.1
OF THE REVISED STATUTES OF QUÉBEC

AND

ON THE OTHER HAND:

EACH OF THE CERTIFIED ASSOCIATIONS WHICH, ON NOVEMBER 29, 1982, NEGOTIATED
THROUGH THE CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC ON BEHALF OF TEACHERS IN
THE EMPLOY OF THESE SCHOOL BOARDS

SUBJECT: AMENDMENTS TO APPENDIX XXIX (SABBATICAL LEAVE)

Mar 25, 1984

69-0248 (10-S)

The parties agree as follows:

- I. Paragraph c) of article 4 of Appendix XXIX is replaced by the following:

4 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 this amount to the teacher; if the result obtained is positive, the teacher shall reimburse* this amount to the board.

This paragraph shall not apply to a withdrawal; no withdrawal shall be permitted between April 1st immediately preceding the leave and the end of the school year of the leave.

- II. This agreement shall come into force on the date of its signature by the board and the union and shall have no retroactive effect.

IN WITNESS WHEREOF, the parties have signed in Québec, this 25th day of the month of May 1984.

FOR THE EMPLOYER BARGAINING
COMMITTEE FOR CATHOLIC
SCHOOL BOARDS

FOR THE CENTRALE DE L'ENSEI-
GNEMENT DU QUÉBEC

(signed) _____
Roger CARETTE
President

(signed) _____
Robert BISAILLON
President of the Commission
des enseignants(es) des
commissions scolaires

(signed) _____
Georges-Noël FORTIN
Vice-president

(signed) _____
William J. SMITH
Spokesman

(signed) _____
Denis LECLERC
Spokesman

IN WITNESS WHEREOF, the parties have signed in _____ this _____
day of the month of _____ 1984.

FOR THE SCHOOL BOARD

FOR THE UNION

AGREEMENT BY VIRTUE OF ARTICLE 9-4.00

THE PURPOSE OF THIS AGREEMENT IS TO AMEND THE PROVISIONS CONSTITUTING,
COLLECTIVE AGREEMENTS

BINDING

ON THE ONE HAND:

EACH OF THE SCHOOL BOARDS FOR CATHOLICS CONTEMPLATED BY CHAPTER 0-7.1
OF THE REVISED STATUTES OF QUÉBEC

AND

ON THE OTHER HAND:

EACH OF THE CERTIFIED ASSOCIATIONS WHICH, ON NOVEMBER 29, 1982, NEGOTIATED
THROUGH THE CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC ON BEHALF OF TEACHERS IN
THE EMPLOY OF THESE SCHOOL BOARDS

SUBJECT: AMENDMENTS TO CLAUSE 5-2.15 CONCERNING THE SENIORITY OF TEACHERS
OF THE SPEQ.

May 25, 1984

69-0248 (11-S)

The parties agree as follows:

I. Clause 5-2.15 is replaced by the following:

5-2.15 Notwithstanding clauses 5-2.01, 5-2.02 and 5-2.08, the years of service as 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 section.

This clause shall only apply to the teacher who meets the following conditions:

- 1) he is in the employ of the board;
- 2) he is covered by the Protocole d'intégration des professeurs de l'État du Québec aux commissions scolaires (SPEQ);
- 3) he has not lost his seniority as a result of the application of clause 5-2.07 of this agreement or of the corresponding clause in the former collective agreements and this, since his 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 paragraph shall not apply if the only reason that caused him to lose this 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;
- 4) he submits a written request to the board so that this clause may apply to him and this, within ninety (90) days of the signing of this agreement between the board and the union.

Within thirty (30) days of the request, the board shall inform the teacher and the union of the seniority that it recognizes for him by virtue of this clause; the union may only contest it within thirty (30) days of its receipt. Clauses 5-2.08 and 5-2.09 shall apply mutatis mutandis to this teacher.

II This agreement shall come into force on the date of its signature by the board and the union and shall have no retroactive effect.

IN WITNESS WHEREOF, the parties have signed in Québec, this 25th day of the month of May 1984.

FOR THE EMPLOYER BARGAINING
COMMITTEE FOR CATHOLIC
SCHOOL BOARDS

FOR THE CENTRALE DE L'ENSEI-
GNEMENT DU QUÉBEC

(signed) _____
Roger CARETTE
President

(signed) _____
Robert BISAILLON
President of the Commission
des enseignants(es) des
commissions scolaires

(signed) _____
Georges-Noël FORTIN
Vice-president

(signed) _____
William J. SMITH
Spokesman

(signed) _____
Denis LECLERC
Spokesman

IN WITNESS WHEREOF, the parties have signed in _____ this _____
day of the month of _____ 1984.

FOR THE SCHOOL BOARD

FOR THE UNION

AGREEMENT BY VIRTUE OF ARTICLE 9-4.00

THE PURPOSE OF THIS AGREEMENT IS TO AMEND THE PROVISIONS CONSTITUTING
COLLECTIVE AGREEMENTS

BINDING

ON THE ONE HAND:

EACH OF THE SCHOOL BOARDS FOR CATHOLICS CONTEMPLATED BY CHAPTER 0-7.1
OF THE REVISED STATUTES OF QUÉBEC

AND

ON THE OTHER HAND:

EACH OF THE CERTIFIED ASSOCIATIONS WHICH, ON NOVEMBER 29, 1982, NEGOTIATED
THROUGH THE CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC ON BEHALF OF TEACHERS IN
THE EMPLOY OF THESE SCHOOL BOARDS

SUBJECT: ADDITION OF APPENDIX XLI (Chapais-Chibougamau)

June 6, 1984

69-0248 (12-S)

The parties agree as follows:

I. The following Appendix XLI is added:

APPENDIX XLI

CHAPAIS-CHIBOUGAMAU

Article 1 This appendix shall apply to full-time teachers in the employ of the Chapais-Chibougamau School Board in the adult education specialty "mineral extraction".

Article 2 Subject to the provisions prescribed in this appendix, the other stipulations of the Provisions Constituting Collective Agreements shall continue to apply.

Article 3 Clauses 11-10.03, 11-10.04 and 11-10.10 shall not apply to the teachers contemplated by this appendix.

Article 4 Work year

The work year shall comprise a maximum of two hundred (200) workdays within the school year and shall include one thousand and eighty (1080) hours devoted to the duties referred to in clause 11-10.02.

The Board shall consult the union on the distribution of workdays by submitting an individual schedule no later than May 15 of each year. Such schedule must include a continuous period of at least four (4) weeks' vacation.

Article 5 Workweek

a) The weekly time devoted to the duties referred to in clause 11-10.02 shall be 33,33 hours and shall be considered as an average weekly time; such time may be exceeded for certain weeks compensated by a reduction of such time for other weeks. However, in this case, the time to be devoted to the duties referred to in clause 11-10.02 shall remain at 1 080 hours per year.

b) If the board exceeds, for a given teacher, the thirty-seven (37) hours of work in a given week, such teacher shall be entitled, for each excess period of 50 to 60 minutes, to a compensation equal to 1/1000 of the annual salary. Such compensation shall be paid with the last salary instalment of the school year in question.

c) No excess period remunerated by virtue of this article shall be calculated in establishing the average time mentioned in paragraph a) of this article, nor in establishing the annual number of hours of work provided for in article 4 of this appendix.

Article 5 Workweek (cont'd)

d) The hours of work provided for in this article shall not include the time provided for in clause 11-10.06 for the teacher's meal.

Article 6 Annual Overtime

Any teacher covered by this appendix may, at the Board's request, accept to carry out hours of work in addition to the annual number of hours provided for in article 4 of this appendix. However, in this case, the only provisions applicable to him shall be those provided for in clause 11-2.02.

Article 7 Remuneration

The provisions of clauses 6-8.02 and 6-8.03 shall apply to the teacher covered by this appendix. However, if the application of the provisions of this appendix necessitates adjustments to the calculation methods provided for in the said clauses, the Board shall make such adjustments. Such readjustments shall be made during the school year or, at the latest, with the last salary instalment of the school year in question.

Article 8 The Board and the union may agree on the terms and conditions of application of any of the articles or clauses of the Provisions Constituting Collective Agreements, if such agreement is required by the application of the provisions of this appendix.

Such agreement may not result in the abrogation, amendment or modification of the scope of the article or clause but solely of the terms and conditions of its application.

Every such agreement shall be considered as a local arrangement as defined in article 9-5.00 and all the provisions of this article, with the exception of those provided for in paragraph 1 of clause 9-5.04 shall then apply to such agreement.

Article 9 The provisions of this appendix shall come into force on July 1, 1984.

II This agreement shall come into force on the date of its signature by the board and the union and shall have no retroactive effect.

IN WITNESS WHEREOF, the parties have signed in Montreal, this 6th day of the month of June 1984.

FOR THE EMPLOYER BARGAINING
COMMITTEE FOR CATHOLIC
SCHOOL BOARDS

FOR THE CENTRALE DE L'ENSEI-
GNEMENT DU QUÉBEC

(signed)

Roger CARETTE
President

(signed)

Robert BISAILLON
President of the Commission
des enseignants(es) des
commissions scolaires

(signed)

Georges-Noël FORTIN
Vice-president

(signed)

William J. SMITH
Spokesman

(signed)

Denis LECLERC
Spokesman

IN WITNESS WHEREOF, the parties have signed in _____ this _____
day of the month of _____ 1984.

FOR THE SCHOOL BOARD

FOR THE UNION

AGREEMENT BY VIRTUE OF ARTICLE 9-4.00

THE PURPOSE OF THIS AGREEMENT IS TO AMEND THE PROVISIONS CONSTITUTING COLLECTIVE AGREEMENTS

BINDING

ON THE ONE HAND

EACH OF THE SCHOOL BOARDS FOR CATHOLICS CONTEMPLATED BY CHAPTER 0-7.1 OF THE REVISED STATUTES OF QUÉBEC

AND

ON THE OTHER HAND

EACH OF THE CERTIFIED ASSOCIATIONS WHICH, ON NOVEMBER 29, 1982, NEGOTIATED THROUGH THE CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC ON BEHALF OF TEACHERS IN THE EMPLOY OF THESE SCHOOL BOARDS

SUBJECT: ADDITION OF APPENDIX XLII (NOUVEAU-QUÉBEC)

June 14, 1984

69-0248 (13-S)

The parties agree as follows:

1. Appendix XLII is added:

APPENDIX XLII

NOUVEAU-QUÉBEC

- ARTICLE 1. This appendix shall apply to every full-time teacher who in 1983-84 is in the employ of the Commission scolaire du Nouveau-Québec. It shall also apply to the boards and unions affected by the relocation of such teacher by virtue of the provisions of this appendix.
- ARTICLE 2. Subject to the provisions stipulated in this appendix, the other stipulations of the Provisions Constituting Collective Agreements shall continue to apply.
- ARTICLE 3. Clause 5-3.20, the assignment procedure provided for in clauses 5-3.21 to 5-3.24 and the procedure for the placement on availability provided for in clause 5-3.25 of the Provisions Constituting Collective Agreements applied in 1983-1984 with effect in 1984-1985 shall be replaced by the provisions of this appendix, which shall apply to every full-time teacher in the employ of the Commission scolaire du Nouveau-Québec who is not on availability at the time of the signing of this appendix. Every notice of placement on availability with effect on July 1, 1984 given before the signing of this appendix shall be null and without effect.
- ARTICLE 4. a) Every teacher contemplated by this appendix who is assigned to the Radisson School for the 1984-1985 school year shall be the subject of a letter of agreement signed by the representatives of the national negotiating parties of the commission scolaire du Nouveau-Québec and of the Association des enseignants du Nouveau-Québec; this letter shall be considered as forming an integral part of this appendix as if it were included herein.
- b) Such letter shall indicate the assignment of every teacher referred to in paragraph a) of this article and the specific conditions attached thereto.
- ARTICLE 5. a) Every other teacher who is not on availability at the time of the signing of this appendix shall be placed on availability and this, as of July 1, 1984.
- b) Except for the teachers referred to in article 4 of this appendix, every teacher referred to in paragraph a) of this article as well as every teacher on availability at the time of the signing of this appendix shall benefit from the following measures:
- 1) the application of clause 5-3.25 or of clause 5-4.02 of the Provisions Constituting Collective Agreements;
- or
- ii) a relocation in another board for the 1984-1985 school year either to fill a vacant position or as a teacher on availability;

ARTICLE 5. (CONT'D)

or

iii) a displacement in another locality in Québec for the 1984-1985 school year as a teacher on availability in the employ of the Commission scolaire du Nouveau-Québec.

ARTICLE 6.

- a) Every teacher referred to in subparagraphs ii) or iii) of paragraph b) of article 5 of this appendix shall be the subject of a letter of agreement signed by the representatives of the national negotiating parties of the Commission scolaire du Nouveau-Québec, of the Association des enseignants du Nouveau-Québec and, as the case may be, by the board and the union concerned; such letter shall be considered as forming an integral part of this appendix as if it were included herein.
- b) Such letter shall indicate the name of the teacher, his status, the measure envisaged, the name of the board affected by a relocation or the locality of the displacement and the specific conditions attached thereto.

ARTICLE 7.

Subject to the specific conditions indicated in the letter of agreement referred to in the preceding article 6, the teacher shall, as of his relocation in the new board, be subject to all the rights and obligations of a regular teacher or, where applicable, of the teacher on availability.

ARTICLE 8.

- a) As long as the teacher referred to in subparagraph b) iii) of article 5 of this appendix is not relocated in another board, or in another teaching institution within the education sector, is not recalled by his board or has not lost his rights and benefits according to the provisions of section 5-3.00, he shall remain on availability and the board shall assign him to duties compatible with his qualifications or his experience; he may also be assigned to a locality which is not within the jurisdiction of the board provided that the mobility framework described in paragraph b) of this article be respected.
- b) For the purposes of applying the provisions of this article and those concerning obligatory mobility (50 km) provided for in clauses 5-3.07 and 5-3.29 to such teacher, his place of work at the time of his placement on availability shall be replaced by the office of the Direction régionale of the ministère de l'Éducation in the territory where his new domicile is situated and this, as of his displacement.

ARTICLE 9.

- a) The teacher who is relocated in another board for the 1984-1985 school year in order to fill a vacant position shall be entitled to a relocation premium the amount of which is indicated in the specific conditions stipulated in the letter of agreement referred to in article 6 of this appendix.

Article 9. (CONT'D)

- b) The teacher who is relocated in another board as a teacher on availability or who is displaced in another locality in Québec as a teacher on availability and this, for the 1984-1985 school year, shall be entitled to a relocation premium the amount of which is indicated in the specific conditions stipulated in the letter of agreement referred to in article 6 of this appendix.

Every such teacher who, as a result of his relocation or displacement, is recalled or relocated to a vacant position and this, for the 1984-1985 school year, shall be entitled to a relocation premium the amount of which is indicated in the specific conditions stipulated in the letter of agreement referred to in article 6 of this appendix.

- c) The premium referred to in this article shall be paid by the board where the teacher is on availability at the time of the acquisition of the right to such premium.
- d) Every teacher referred to in this article shall not be entitled, for the 1984-1985 school year, to any other relocation premium other than the one provided for in this article.

II.

This agreement shall come into force on the date of its signature by the board and the union and shall have no retroactive effect.

IN WITNESS WHEREOF, the parties have signed in Québec, this 14th day of the month of June 1984.

FOR THE EMPLOYER BARGAINING
COMMITTEE FOR CATHOLIC SCHOOL
BOARDS

FOR THE CENTRALE DE
L'ENSEIGNEMENT DU QUÉBEC

(signed)

Roger CARETTE
President

(signed)

Robert BISAILLON
President of the Commission
des enseignants(es) des
commissions scolaires

(signed)

Georges-Noël FORTIN
Vice-president

(signed)

William J. SMITH
Spokesman

(signed)

Denis LECLERC
Spokesman

IN WITNESS WHEREOF, the parties have signed in _____ this _____
day of the month of _____ 1984.

FOR THE SCHOOL BOARD

FOR THE UNION

AGREEMENT BY VIRTUE OF ARTICLE 9-4.00

THE PURPOSE OF THIS AGREEMENT IS TO AMEND THE PROVISIONS CONSTITUTING
COLLECTIVE AGREEMENTS

BINDING

ON THE ONE HAND:

EACH OF THE SCHOOL BOARDS FOR CATHOLICS CONTEMPLATED BY CHAPTER 0-7.1
OF THE REVISED STATUTES OF QUÉBEC

AND

ON THE OTHER HAND:

EACH OF THE CERTIFIED ASSOCIATIONS WHICH, ON NOVEMBER 29, 1982, NEGOTIATED
THROUGH THE CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC ON BEHALF OF TEACHERS IN
THE EMPLOY OF THESE SCHOOL BOARDS

SUBJECT: AMENDMENTS TO CLAUSE 1-1.34 (SCHOOL REGION)

June 20, 1984

69-0248 (14-S)

The parties agree as follows:

I. Clause 1-1.34 is replaced by the following:

1-1.34 SCHOOL REGION

Any one of the school regions as defined by the ministère de l'Éducation du Québec in its map of the school boards in force on the date of the coming into force of the Provisions Constituting Collective Agreements. However, the territory of the New-Québec School Board is part of school region number 9, the Chapais-Chibougamau School Board is part of school region number 8 and the Waterloo School Board, the Granby School Board, the Provençal School Board, the Davignon School Board and the Meilleur Regional Board are part of school region number 5 for the purposes of applying this clause.

II. This agreement shall come into force on the date of its signature by the board and the union and shall have no retroactive effect.

IN WITNESS WHEREOF, the parties have signed in Québec, this 20th day of the month of June 1984.

FOR THE EMPLOYER BARGAINING
COMMITTEE FOR CATHOLIC
SCHOOL BOARDS

FOR THE CENTRALE DE L'ENSEI-
GNEMENT DU QUÉBEC

(signed)

Roger CARETE
President

(signed)

Robert BISAILLON
President of the Commission
des enseignants(es) des
commissions scolaires

(signed)

Georges-Noël FORTIN
Vice-president

(signed)

William J. SMITH
Spokesman

(signed)

Denis LECLERC
Spokesman

IN WITNESS WHEREOF, the parties have signed in _____ this _____
day of the month of _____ 1984.

FOR THE SCHOOL BOARD

FOR THE UNION

AGREEMENT BY VIRTUE OF ARTICLE 9-4.00

THE PURPOSE OF THIS AGREEMENT IS TO AMEND THE PROVISIONS CONSTITUTING
COLLECTIVE AGREEMENTS

BINDING

ON THE ONE HAND

EACH OF THE SCHOOL BOARDS FOR CATHOLICS CONTEMPLATED BY CHAPTER 0-7.1 OF THE
REVISED STATUTES OF QUÉBEC

AND

ON THE OTHER HAND

EACH OF THE CERTIFIED ASSOCIATIONS WHICH, ON NOVEMBER 29, 1982, NEGOTIATED
THROUGH THE CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC ON BEHALF OF TEACHERS IN
THE EMPLOY OF THESE SCHOOL BOARDS

SUBJECT: AMENDMENTS TO SECTION 5-13.00 (PARENTAL LEAVES)

June 20, 1984

69-0248 (15-S)

The parties agree as follows:

I. Clause 5-13.27 is replaced by the following:

5-13.27 New Plan for Leaves of Absence without Salary

Subject to clause 5-13.36, the teacher who wishes to extend her maternity leave, the teacher who wishes to extend his paternity leave and the teacher who wishes to extend his/her leave for adoption by ten (10) weeks shall benefit from one of the three options listed hereinafter and this, on the conditions stipulated therein.

a) a leave by virtue of clause 5-10.44;

or

b) a full-time leave without salary:

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

ii) for the following complete school year if the teacher benefitted from the leave provided for in the preceding subparagraph b)i), if he/she so requests;

iii) for a second complete school year if the teacher benefitted from the leave provided for in the preceding subparagraph b)ii), if he/she so requests;

or

c) a partial leave of absence without salary for a maximum period of two (2) years. Unless there is a different agreement 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 point of departure coincides with the beginning of the work year and the end coincides with the last day of work in December;

5-13.27 (cont'd)

- ii) for each complete period where the point of departure coincides with the first day of work in January and the end coincides with the last day of work in June;
- iii) for the period included between the beginning of the part-time leave of absence and the last day of work in December if the part-time leave is taken between the beginning of the work year and the last day of work in December, or for the period included between the beginning of the part-time leave and the last day of work in June if the part-time leave is taken between the first day of work in January and the last day of work in June.

A partial leave of absence without salary which includes four (4) periods as defined in subparagraphs i), ii) and iii) shall be for two (2) years.

During one of the leaves provided for in paragraphs b) or c) of this clause, the teacher shall maintain his/her right to the use of sick-leave days and this, according to clause 5-10.44. However, such use may not have the effect of extending the period foreseen for one of the leaves referred to in the said paragraphs b) or c).

The teacher who does not use his/her leave of absence without salary, for one of the leaves provided for in subparagraphs i), ii) or iii) of paragraph b) of this clause or, where applicable, of subparagraphs i), ii) or iii) of paragraph c) of this clause may, for that portion of the leave which his/her spouse does not use, benefit from a leave of absence without salary by following the formalities provided for in this section. Where applicable, the leave shall be divided over two immediately consecutive periods.

II. Clause 5-13.30 is replaced by the following:

5-13.30 The leaves of absence contemplated in clause 5-13.22, in the first paragraph of clause 5-13.25 and in paragraphs a) and b) of clause 5-13.27 shall be granted following a written request submitted at least two (2) weeks in advance.

The partial leave of absence without salary referred to in paragraph c) of clause 5-13.27 shall be granted following a written request. Such a request must be submitted at least two (2) weeks in advance and shall specify the schedule for the first year of the leave. The schedule for the second year of the leave must be specified in writing at least three (3) months before the beginning of this leave.

In the case of the leaves referred to in paragraphs a) and c) of clause 5-13.27, the request must specify the date of the return to work.

III. Clause 5-13.32 is replaced by the following:

5-13.32 The teacher to whom the board has sent a four (4) weeks' notice indicating the expiry date of the leave of absence without salary must inform the board of his/her return at least two (2) weeks prior to the expiry of the said leave. Failing this, he/she shall be considered as having resigned.

The teacher who wishes to terminate his/her leave of absence granted under paragraph a) or b) 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 such return.

The teacher who wishes to terminate his/her partial leave of absence without salary before the anticipated date must submit a written notice to this effect at least thirty (30) days prior to his/her return.

IV. The following clause 5-13.36 is added:

5-13.36 Transitory Measure

Any teacher who, at the time of the coming into force of the New Plan for Leaves of Absence without Salary provided for in clause 5-13.27, submitted to the board the notice for the leave provided for in clause 5-13.05 or for that provided for in clause 5-13.22, or is on a maternity leave, a paternity leave or a leave for adoption or is on an extension of such leave may, within thirty (30) days of the coming into force of the New Plan for Leaves of Absence without Salary, belong to the said new plan by submitting a written notice to this effect to the board. Failing such notice, the teacher shall continue to be governed by the provisions of clauses 5-13.27, 5-13.30 and 5-13.32 which shall apply until the coming into force of the new plan.

For the purposes of calculating the thirty (30) day time limit, the months of July and August shall not be taken into account.

Notwithstanding the stipulations of clause 5-13.27, if the teacher belongs to the new plan, his/her leave of absence without salary shall terminate at the end of a school year and no later than the end of the school year during which his/her leave of absence without salary was to terminate under the former plan.

V. This agreement shall come into force on the date of its signature by the board and the union and shall have no retroactive effect.

IN WITNESS WHEREOF, the parties have signed in Québec, this 20th day of the month of June 1984.

FOR THE EMPLOYER BARGAINING
COMMITTEE FOR CATHOLIC SCHOOL
BOARDS

FOR THE CENTRALE DE
L'ENSEIGNEMENT DU QUÉBEC

(signed)

Roger CARETTE
President

(signed)

Robert BISAILLON
President of the Commission
des enseignants(es) des
commissions scolaires

(signed)

Georges-Noël FORTIN
Vice-president

(signed)

William J. SMITH
Spokesman

(signed)

Denis LECLERC
Spokesman

IN WITNESS WHEREOF, the parties have signed in _____ this _____
day of the month of _____ 1984.

FOR THE SCHOOL BOARD

FOR THE UNION

