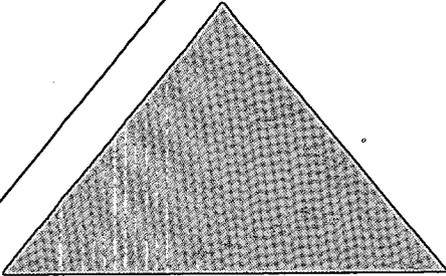




E1

CENTRE DE DOCUMENTATION

D. G. P. R.



Entente concluded between

on the one hand:
the Comité patronal de négociation
pour les commissions scolaires
pour catholiques, the Catholic
Confessional School Boards
and the Corporations of School
Trustees for Catholics (CPNCC)

and on the other hand:
the Centrale de l'enseignement
du Québec (CEQ) on behalf of
the teachers' unions it represents

Within the framework of the Act
representing the process of
negotiation of the collective
agreements in the public and
parapublic sectors (R.S.Q.,
Chapter R-3.2)

1986-1988



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Entente concluded between

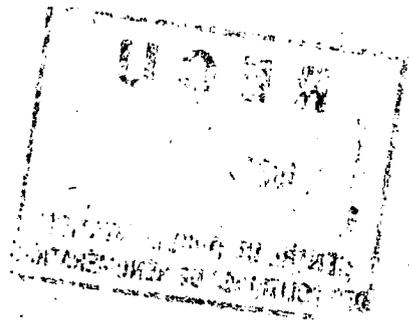
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Within the framework of the Act
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parapublic sectors (R.S.Q.,
Chapter R-8.2)

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CHAPTER 1-0.00 DEFINITIONS

1-1.00 DEFINITIONS

Unless the context indicates otherwise, for the purposes of applying this agreement, the words, terms and expressions which are defined hereinafter shall have the meaning and the application respectively assigned to them.

1-1.01 YEAR OF SCHOOLING

Every complete year of schooling recognized as such for a teacher by the official attestation of the status of his schooling issued by the Ministre in accordance with the "Manuel d'évaluation de la scolarité" in force or considered in force on the date of the coming into force of this entente.

1-1.02 YEAR OF EXPERIENCE

Every year recognized as such in accordance with article 6-4.00.

1-1.03 YEAR OF SERVICE

Every year devoted to a pedagogical or educational function on behalf of:

- a) the board;
- b) a school administered by a Government Ministry, and situated within the board's territory;
- c) a school administered by an associate institution authorized according to law and situated within the board's territory, if the instruction which was provided by such school is assumed by the board.

1-1.04 SCHOOL YEAR

The school year as defined in the Education Act (R.S.Q., Chapter I-14).

1-1.05 CATEGORY

Any one of the categories as defined in clause 6-2.01.

1-1.06 CENTRALE

The Centrale de l'enseignement du Québec (CEQ).

1-1.07 CENTRE

Institutional entity, under the responsibility of a centre director who assumes the coordination of services dispensed to adults in one or more establishments in a given geographic sector of the board.

However, for the purposes of one of the matters negotiated and agreed upon at the local or regional level, the board and the union may agree on a different definition of the word "centre".

1-1.08 FIELD OF TEACHING

Any one of the fields of teaching provided for in Appendix I.

1-1.09 DEPARTMENT HEAD

A teacher who, at the level of a school or centre or of a group of schools or centres, carries out, in addition to his duties as a teacher, the duties of a department head with a group of teachers at the secondary level.

1-1.10 MANAGEMENT COMMITTEE

Management Negotiating Committee established under paragraph 1 of section 30 of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

1-1.11 BOARD

The board of _____
name of employer board

1-1.12 AGREEMENT

All the stipulations negotiated and agreed upon in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

1-1.13 PRINCIPAL

The person whom the board designates as its representative in a school or centre and who assumes, on behalf of the board, the authority that it may delegate to him.

1-1.14 VICE-PRINCIPAL

The person to whom the board delegates the responsibility of assisting the principal in his function.

1-1.15 EXPERIENCE STEP

A subdivision on the ordinate of a salary scale corresponding to the year of experience which a teacher is in the process of acquiring subject to clause 6-4.01.

1-1.16 SCHOOL

Institutional entity, under the responsibility of a principal or a head teacher, regrouping pupils in an establishment, in part of an establishment or in several establishments in accordance with the board's decision.

However, for the purposes of one of the matters negotiated and agreed upon at the local or regional level, the board and the union may agree on a different definition of the word "school".

1-1.17 TEACHER

Every person employed by the board whose occupation is to teach pupils by virtue of the provisions of the Education Act (R.S.Q., Chapter I-14).

1-1.18 TEACHER-BY-THE-LESSON

The teacher whose contract of engagement, in accordance with Appendix III-a, specifies the instruction which he agrees to provide to the pupils and the number of hours that such engagement involves up to 1/3 of the full-time teacher's annual maximum workload.

1-1.19 PART-TIME TEACHER

The teacher whose contract of engagement, in accordance with Appendix III-b, determines that he is employed either for an incomplete school day, or for an incomplete school week, or for an incomplete school year.

However, such a contract may stipulate that the teacher work on a full-time basis for one complete school year in the case of replacement.

1-1.20 FULL-TIME TEACHER

The teacher who, being neither a teacher-by-the-lesson nor a part-time teacher, has a written contract of engagement in accordance with Appendix III-c.

1-1.21 **TEACHER ON AVAILABILITY**

Status of the regular tenured teacher in surplus.

1-1.22 **ITINERANT TEACHER**

The teacher who, in order to carry out his duties, must travel from one establishment of the board to another establishment of the board.

1-1.23 **REGULAR TEACHER**

The teacher engaged by a tacitly renewable annual contract.

1-1.24 **ENTENTE**

All the stipulations negotiated and agreed upon at the national level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

1-1.25 **FÉDÉRATION**

The Fédération des commissions scolaires catholiques du Québec.

1-1.26 **GOVERNMENT**

The Government of Québec.

1-1.27 **GRIEVANCE**

Any disagreement related to the interpretation or application of the agreement.

1-1.28 PUPILS' TIMETABLE

Pupils' timetable as defined by the board in accordance with the regulations of the Ministre.

1-1.29 LEGALLY QUALIFIED

Legally qualified means any teacher who has a personal teaching authorization issued by the Ministre. This authorization shall take one of the following forms:

1. a teaching diploma;
2. a teaching permit (probation);
3. an annual teaching permit or a provisional teaching authorization.

1-1.30 MINISTÈRE

Le ministère de l'Éducation du Québec.

1-1.31 MINISTRE

Le ministre de l'Éducation du Québec.

1-1.32 NOT LEGALLY QUALIFIED

Who is not legally qualified, including any person for whom the board has received from the Ministre a letter explicitly tolerating such engagement.

1-1.33 PERIOD

A unit of variable length of the subdivision of the pupils' weekly timetable.

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 this entente. However, for the purposes of this entente, the territory of the Chapais-Chibougamau School Board is part of school region number 8.

1-1.35 UNION REPRESENTATIVE

Every person designated by the union to perform union duties.

1-1.36 HEAD TEACHER

A teacher who acts in the capacity of principal or vice-principal in a school where the number of pupils does not permit the appointment of a principal or vice-principal, as the case may be.

1-1.37 EDUCATION SECTOR

The school boards and colleges, as defined in the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

1-1.38 SPECIALIST

Teacher generally assigned to teach a specialty to several groups of pupils at the preschool or primary level or at both.

1-1.39 SPECIALTY

Any of the specialties defined as such by the Ministère for the purposes of applying clause 1-1.38.

1-1.40 OCCASIONAL SUBSTITUTE

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

1-1.41 REGULAR SUBSTITUTE

Regular teacher whose duties consist of replacing absent teachers.

1-1.42 UNION

The union _____,
name of union of teachers in the employ of the board.

1-1.43 SALARY

The remuneration in legal currency to which the experience step and the category of a teacher entitle him according to the salary scale provided for in Chapter 6-0.00, which includes all workdays, legal holidays and vacation.

1-1.44 TOTAL SALARY

The total remuneration in legal currency to be paid by virtue of this agreement.

CHAPTER 2-0.00 FIELD OF APPLICATION AND RECOGNITION

2-1.00 FIELD OF APPLICATION

2-1.01 This agreement(1) shall apply to all teachers covered by the document of certification(2) and employed by the board to teach pupils in preschool, primary and secondary level classes.

2-1.02 Without restricting the generality of the foregoing, this agreement shall apply to head teachers and department heads but shall not apply to management personnel, including principals and vice-principals, non-teaching professional personnel, administrative personnel, technical personnel, secretarial personnel, nor to the personnel of auxiliary and community services or school equipment service.

2-1.03 Notwithstanding clause 2-1.01, only the clauses in which they are expressly referred to as well as the grievance procedure for these same clauses shall apply to the following persons covered by the document of certification:

- 1) occasional substitute;
- 2) teacher-by-the-lesson;
- 3) the teacher in the employ of the board who is teaching outside Québec following an agreement approved by the Ministre between this teacher, the board, the Government of Canada, the government of another province or the Government of Québec.

(1) Subject to particular provisions for the Littoral School Board.

(2) In the case where two associations of employees as defined in the Labour Code hold a joint document of certification, the phrase "teachers covered by the document of certification" designates teachers covered by the association of employees thus certified and represented by the Corporation.

2-1.04 This agreement shall not apply to teachers coming from abroad or from another province and who teach for the board following an agreement between the board, the Government of Canada or the Government of Québec and a foreign government or another provincial government. In applying the provisions of Chapter 8-0.00, however, the board shall undertake to consider every such teacher as if he were one of its own teachers.

2-1.05 Notwithstanding clause 2-1.01, only Chapter 11-0.00 shall apply to teachers covered by the document of certification(1) and employed directly by the board to teach adults within the framework of the adult education courses under the jurisdiction of the board, by virtue of the authorization of the Ministre provided for in the Education Act (R.S.Q., Chapter I-14).

2-2.00 RECOGNITION OF LOCAL PARTIES

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

2-3.00 RECOGNITION OF NATIONAL PARTIES

2-3.01 The board and the union shall recognize the Fédération, the Corporation and the Ministre for the purposes of dealing with any question relating to the application and interpretation of the provisions of this entente.

2-3.02 The board and the union shall also recognize the Fédération, the Centrale, the Ministre and the Management Committee for the purposes of assuming, on their behalf, the responsibilities which certain clauses delegate specifically to them.

(1) In the case where two associations of employees as defined in the Labour Code hold a joint certificate of certification, the phrase "teachers covered by the document of certification" designates teachers covered by the association of employees thus certified and represented by the Corporation.

CHAPTER 3-0.00 UNION PREROGATIVES

3-1.00 COMMUNICATION AND POSTING OF UNION NOTICES

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

3-2.00 USE OF SCHOOL BOARD PREMISES FOR UNION PURPOSES

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

3-3.00 DOCUMENTATION TO BE PROVIDED TO THE UNION

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

3-4.00 UNION SYSTEM

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

3-5.00 UNION DELEGATE

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

3-6.00 RELEASES FOR UNION ACTIVITIES

SECTION I LEAVE OF ABSENCE WITHOUT LOSS OF SALARY, WITHOUT REIMBURSEMENT BY THE UNION AND WITHOUT DEDUCTION FROM THE BANK OF ALLOWABLE DAYS

3-6.01

- A) Every meeting or assembly involving teachers shall normally be held outside the pupils' timetable.
- B) However, when, at the request of the board or the proper authority designated by it or with the board's explicit permission, a meeting involving the teachers is held during the pupils' timetable, the teachers involved in the said meeting may attend without loss of salary, supplements or premiums for regional disparities for the duration of the meeting.
- C)
 - 1) When an arbitration hearing set up in accordance with Chapter 9-0.00 is held during the teacher's workday, the teacher involved as a witness at the said hearing, shall obtain permission to be absent without loss of salary, supplements or premiums for regional disparities for the time deemed necessary by the arbitrator. Any teacher not released and whose presence is required to act as an advisor during the arbitration hearings shall obtain permission from the authority designated by the board to be absent without loss of salary, supplements or premiums for regional disparities.
 - 2) Notwithstanding the preceding subparagraph, when the board is not a party to a dispute and an arbitration session set up by virtue of Chapter 9-0.00 is held during the teacher's workday, the teacher involved as a plaintiff or a witness whose presence is required at the said session shall obtain permission to be absent without loss of salary, supplements or premiums for regional disparities, for the time deemed necessary by the arbitrator.
 - 3) When a hearing of a tribunal, which is set up under the Labour Code and deals with labour relations, is held during the teacher's workday, the teacher involved as a witness at the said hearing shall obtain permission to be absent without loss of salary, supplements or premiums for regional disparities for the time deemed necessary by the tribunal, provided that the board or, if applicable, the board where he taught the previous year, be a party to the dispute.

3-6.01 C)
(cont'd)

- 4) When a hearing of a federal or provincial administrative court is held during the teacher's workday and the fact that he acts as a witness arises from his status as an employee, the teacher involved as a witness at the said hearing shall obtain permission to be absent without loss of salary, supplements or premiums for regional disparities, for the time deemed necessary by the court.

- D) The non-released teacher, member of a provincial committee provided for in this entente, may be absent without loss of salary, supplements or premiums for regional disparities to attend the meetings of the committee.

3-6.02

Every absence obtained according to clause 3-6.01 shall not be deducted from the number of days of absence allowed according to clause 3-6.06 and shall not entail reimbursement on the part of the union.

The teacher released by virtue of clause 3-6.01 shall retain all the rights and benefits which he would have under this agreement if he were working.

**SECTION II LEAVE OF ABSENCE WITHOUT LOSS OF SALARY BUT
WITH REIMBURSEMENT BY THE UNION TO THE BOARD**

PART-TIME OR FULL-TIME RELEASES

3-6.03

- A) At the written request of the union before June 20 or at another date agreed to between the board and the union, the board shall release on a full-time or part-time basis for the entire following school year, the teacher(s) required and designated by the union.
- B) Between August 1 and May 1, within thirty (30) days of the union's written request, the board shall release on a full-time or part-time basis for the balance of the current school year, the teacher(s) required and designated by the union provided that the board has found a replacement or replacements.

3-6.03 B)
(cont'd)

Notwithstanding the preceding paragraph, the board may also grant full-time or part-time releases for part of the school year.

- C) Every such part-time release must be:
- 1) for the secondary-level teacher and the preschool and primary-level specialist: for a fixed period of time in his timetable;
 - 2) for the preschool or primary-level teacher other than the one referred to in the preceding subparagraph: either for mornings or for afternoons.
- D) The maximum number of teachers released on a part-time basis by the board shall be established according to the more advantageous of the following two formulas:

FORMULA A

Two (2) teachers per board covered by the union's document of certification

or

FORMULA B

Three (3) teachers per board covering between 500 to 1000 teachers;

Four (4) teachers per board covering between 1001 to 2000 teachers;

Five (5) teachers per board covering more than 2000 teachers.

3-6.04

- A) 1) The board shall pay to every teacher released in accordance with clause 3-6.03 the equivalent of the salary and, where applicable, of the supplements or premiums for regional disparities he would receive if he were actually performing his duties and, with the approval of the board, any supplement requested for him by the union.

3-6.04 A)
(cont'd)

Every teacher so released shall retain all the rights and benefits he would enjoy by virtue of this agreement if he were actually performing his duties.

- 2) The teacher on availability released by virtue of clause 3-6.03 shall not be subject, for the duration of his release, to the obligation of reporting to his new employer if he had to accept an engagement by virtue of clause 5-3.23. However, this release shall not be extended beyond the duration anticipated nor be renewed. Upon the termination of the release, the teacher must report to his new employer.

The preceding provisions shall not prevent the teacher from filling a vacant position in his board and thereby cancelling his status as teacher on availability provided that he did not accept a position with another board.

- B) The union shall undertake to reimburse the board all amounts paid to the teacher so released as well as every amount paid by the board for or on behalf of the teacher at times and according to methods agreed upon by the board and the union.
- C) The board must be notified in writing before April 1 if the teacher so released for union activities wishes to resume his duties with the board for the following school year. Failing such a notice, the released teacher shall be released for another year.

3-6.05

Releases to be made by virtue of clause 3-6.03 shall not be deductible from the allowable days provided for in clause 3-6.06.

OCCASIONAL RELEASES

3-6.06

- A) Any union representative or delegate or his official substitute, with the written consent of the union, shall obtain authorization to be absent to carry out every assignment of a union or professional nature conducted under the auspices of the union. Barring uncontrollable circumstances, this authorization to be absent shall be subject to a twenty-four (24) hour notice submitted to the board.

**3-6.06
(cont'd)**

- B) The number of days of absence allowed by virtue of this clause shall be:
- 60 days for the president of the union;
 - 30 days for each elected member of the board of directors of the union, or for lack of a board of directors, for each elected member of the executive of the union;
 - 23 days for each of the other union representatives or delegates or their official substitute.
- C) However, the number of days of absence allowed by virtue of this clause for all the persons mentioned herein, shall be nine (9) days for each one hundred (100) full-time teachers covered by the union and employed by the board, at least fifty (50)⁽¹⁾ days per annum in the board where the union covers fewer than five hundred (500) teachers and at least ninety (90) days per annum in the board for any other union.
- D) Moreover, in order to attend the biennial convention of the Centrale, the union shall benefit from an additional number of allowable days of absence established at a rate of three (3) days per official delegate. The number of days so granted for the year of the convention shall constitute a bank per board to be used by one of the delegates according to the breakdown determined by the union but for the sole purpose of participating in the said convention. The number of days shall be determined on the basis of one (1) delegate per one hundred and twenty-five (125) teachers in the board.
- E) The board and the union may agree to increase the number of allowable days of absence provided for in this clause.

(1) Read eighty (80) for the board with which the president of the union not released on a full-time or part-time basis has employment ties. Read sixty-five (65) for the board located within one of the school regions 1, 8 or 9. Moreover, for each elected member of the union's board of directors or the equivalent, of the union located within one of the school regions 1, 8 or 9, the union shall benefit from ten (10) additional allowable days of absence.

3-6.06
(cont'd)

- F) The amalgamation, annexation or restructuring of boards shall not result in a reduction for a union of the number of allowable days of absence provided for in this clause.
- G) The number of days of absence of a non-released teacher who is an elected member of the board of the Bureau national de la Centrale or of the executive committee of the Commission des enseignants des commissions scolaires, shall in no way affect the number of days provided for in this clause.

3-6.07

The board shall pay for every substitution caused by the absences provided for in clause 3-6.06 and the union shall undertake to reimburse the board at the time and according to terms and conditions agreed between the board and the union, for the salary paid by the board to the person who carried out such substitution.

The teacher released by virtue of clause 3-6.06 shall retain all the rights and benefits he would have under this agreement if he were actually at work.

SECTION III: LEAVE OF ABSENCE WITHOUT SALARY FOR UNION ACTIVITIES.

3-6.08

At the written request of the union before June 20, or at another date agreed by the union and the board, every teacher required and designated by the union shall obtain for the entire following school year, a leave without salary permitting him to work on a full-time basis for the union.

The board must be notified in writing before April 1 if the teacher so released for union activities wishes to resume his duties with the board for the following school year. Failing such a notice, the released teacher shall be released for another year.

3-7.00

DEDUCTION OF UNION DUES OR THEIR EQUIVALENT

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

CHAPTER 4-0.00 METHODS, SUBJECTS, PROCEDURES OF PARTICIPATION OF TEACHERS OTHER THAN THE SUBJECTS (AND THEIR METHODS) NEGOTIATED AND AGREED UPON AT THE NATIONAL LEVEL

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

CHAPTER 5-0.00 CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS

5-1.00 ENGAGEMENT

SECTION 1: ENGAGEMENT (SUBJECT TO SECURITY OF EMPLOYMENT, PRIORITIES OF EMPLOYMENT AND ACQUISITION OF TENURE)

5-1.01 This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

SECTION 2: CONTRACTS OF ENGAGEMENT

5-1.02 Engagement shall be the responsibility of the board.

5-1.03 The board shall respect the provisions of this article as regards the engagement of every teacher.

5-1.04 The engagement of a full-time teacher, part-time teacher or teacher-by-the-lesson shall be made by contract and according to the appropriate contract that appears in Appendix III.

5-1.05 When the board must proceed with new engagements in order to fill full-time teaching positions, the board shall respect the provisions provided for in article 5-3.00.

5-1.06 Subject to the application of subparagraphs 1), 2) and 3) of paragraph A) of clause 5-3.20, the board may appoint a person already in its employ to a vacant teaching position.

5-1.07 Except in the case of a replacement, a person engaged by a board between July 1 and December 1, to carry out a full-time teaching workload up to the end of the school year, shall be entitled to a full-time contract effective as of the date stipulated for his entry into service.

5-1.08 Subject to article 5-8.00, the contract of engagement of every teacher who is employed as a full-time teacher shall be an annual contract of engagement which is tacitly renewable.

5-1.09 The board shall grant a contract by-the-lesson to a person who accepts to carry out teaching duties corresponding to one third or less of the annual maximum workload of a full-time teacher.

The contract of engagement of every teacher who is employed as a teacher-by-the-lesson shall terminate automatically and without notice on June 30 of the current school year or at an earlier date, which shall either be clearly stipulated in the contract or shall depend on the occurrence of an event which is specifically provided for in the contract.

5-1.10 The occasional substitute engaged by the board to replace a full-time or part-time teacher whose period of absence has been predetermined as being longer than two (2) consecutive months shall be offered a part-time contract.

Notwithstanding the preceding paragraph, after three (3) consecutive months of absence of a full-time or part-time teacher, the occasional substitute who replaced him during this time, shall be offered a part-time contract without retroactive effect. One or more absences of the occasional substitute totalling three (3) days or less during the accumulation of these three (3) consecutive months of replacement shall not interrupt such accumulation.

5-1.11 The board shall grant a part-time contract to a person who is employed:

- a) for an incomplete school day, for the whole school year subject to clause 5-1.09;
- b) for an incomplete school week, for the whole school year subject to clause 5-1.09;
- c) for an incomplete school year subject to clauses 5-1.07 and 5-1.10.

5-1.12

The contract of engagement of every teacher, who is employed as a part-time teacher to replace a teacher who is absent, shall terminate automatically and without notice upon the return of the teacher who is replaced or at the earliest on the last day during which pupils are present in school during the current school year as established in the school calendar.

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

- a) on June 30, in the case of a contract for an incomplete school day for the entire school year or for an incomplete week for the entire school year;
- b) at the earliest on the last day during which pupils are present in school during the current school year as established in the school calendar, in the case of a contract to complete a school year;
- c) on a specific date in all other cases, that this date be clearly stipulated or that it depend on the occurrence of an event which is specifically provided for.

5-1.13

The contract of engagement of every nonlegally qualified teacher who is employed to teach on a full-time basis for one school year shall terminate automatically and without notice on June 30 of the current school year.

5-2.00

SENIORITY

5-2.01

- A) Subject to Appendix IV and clause 5-2.14, the teacher in the employ of the board on December 31, 1982 shall retain the seniority already acquired on that date. The same shall apply to the person who is not in the employ of the board as a teacher on December 31, 1982 but who is entitled to seniority for the period prior to January 1, 1983.
- B) Every person who, before January 1, 1983, held a position other than that of a teacher or non-teaching professional with the board, shall have the years during which he held such a position recognized as years of seniority, up to a maximum of two (2) years.

5-2.01
(cont'd)

- C) For the period from January 1, 1983 to June 30, 1986, seniority shall be evaluated according to the provisions of clauses 5-2.02 to 5-2.16 of the 1983-1985 agreement and shall be added to the seniority recognized on December 31, 1982.
- D) For every period after June 30, 1986, seniority shall be evaluated according to the provisions of clauses 5-2.02 to 5-2.15 and shall be added to the seniority already recognized.
- E) The seniority of the principal or vice-principal who returns to teaching between December 31, 1982 and the date of the coming into force of this entente shall be evaluated according to the provisions of the 1983-1985 agreement.

Notwithstanding the foregoing, every person who held a position other than that of a teacher or non-teaching professional with the board and who returns after the date of the coming into force of this entente shall have the years during which he held such a position recognized as years of seniority, up to a maximum of two (2) years.

5-2.02

Seniority shall signify the period of employment:

- a) at the board and, where applicable, at one or more boards in the jurisdictional territory of the regional board. However, the period of employment in positions other than those of teacher or non-teaching professional shall not be accumulated for more than two (2) years;
- b) as a teacher in a school administered by a government ministry and situated within the board's territory;
- c) as a teacher at a school administered by an associated institution authorized by law and located in the territory of the board if the teaching which was dispensed by such school is assumed by the board.

5-2.03

Seniority shall only be established for teachers under contract.

5-2.04

Seniority shall be established in terms of years and of fractions of years:

Number of years and number of days
200

5-2.04
(cont'd)

However, the time spent as an occasional substitute shall not be calculated; nevertheless, the time spent by the teacher as an occasional substitute in a position of which he is now the incumbent shall be calculated.

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:

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

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

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

n = fraction of a year of seniority

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

5-2.05

The seniority of the full-time teacher shall be calculated as follows:

- for each school year where the period of employment covers the entire school year, one year of seniority shall be recognized for the teacher;
- 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 workdays included in such a period divided by two hundred (200).

The seniority of the part-time teacher shall be calculated as follows:

5-2.05
(cont'd)

for each school year, a fraction of a year established according to the following formula: the number of workdays included in the period of employment multiplied by the proportion of his workload in relation to the workload of a full-time teacher, divided by 200.

The seniority of the teacher-by-the-lesson shall be calculated as follows:

for each school year, a fraction of a year established according to the following formula: the number of workdays included in the period of employment multiplied by the proportion of his number of hours of teaching in relation to the workload of a full-time teacher, divided by 200.

5-2.06

The alienation, total or partial concession, division, amalgamation or change in the legal structures (including the disappearance of the board to the benefit of one or more boards) of the board shall have no effect on the seniority of a teacher who was in the employ of the board or boards involved at the time of the alienation, total or partial concession, division, amalgamation or change in the legal structures (including the disappearance of the board to the benefit of one or more boards); the seniority of the said teacher shall be the same as that he would have had if such change had not occurred.

5-2.07

Seniority shall be lost only 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 which are uncontested or upheld by an arbitration decision, 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 same regional board for services during the school year following the year of the dismissal, termination or non-re-engagement;

**5-2.07
(cont'd)**

- c) if more than twenty-four (24) months have elapsed since the non-reengagement of a teacher because of surplus or between his non-reengagement because of surplus and his re-engagement by his board or 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 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.

5-2.08

Within forty-five (45) days of the date of coming into force of this entente, the board shall establish on June 30, 1986 the seniority of every teacher in its employ and shall forward a list thereof to the union. Unless there is an agreement between the board and the union on corrections to this list, the seniority so established in accordance with paragraph C) of clause 5-2.01 for every such teacher may only be contested in accordance with clause 5-2.09 and shall apply for every such teacher until an arbitrator decides otherwise.

Before September 30 of each year or on another date agreed to by the board and the union, the board shall establish the seniority of every teacher in its employ in accordance with this article and shall forward a list thereof to the union. Unless, there is an agreement between the board and the union on corrections to this list, the seniority so established in accordance with paragraphs D) and E) of clause 5-2.01 for every such teacher may only be contested in accordance with clause 5-2.09 and shall apply for every such teacher until an arbitrator decides otherwise. However, the obligation to provide such a list to the union may be the subject of a different agreement between the board and the union.

5-2.09

If the union contends that the board has not established, in accordance with this article, the seniority of a teacher in its employ and if the union wishes to submit the grievance to arbitration, it must proceed directly to arbitration in accordance with article 9-2.00 within sixty (60) days of the receipt by the union of the first seniority list provided by the board after the coming into force of the entente and within forty (40) days after the union receives the seniority list for each subsequent year.

5-2.09
(cont'd) However, the preceding paragraph shall not prevent the board and the union from concluding an agreement by virtue of clause 9-3.01.

Such grievance must be entered on the arbitration roll and must be given priority over any other grievance. The arbitrator must hear the grievance and render a decision also with priority over any other. However, the arbitrator's decision may be limited to a brief description of the dispute and a short explanation of the reasons behind its conclusion.

5-2.10 Within thirty (30) days of every new engagement for the current school year and if the newly engaged individual has seniority at the time of his engagement, the board shall inform the union of the seniority it has established for this teacher. The union may only contest it within thirty (30) days of the receipt of the said notice. In this case, clauses 5-2.08 and 5-2.09 shall apply mutatis mutandis to such teacher.

The seniority that the teacher engaged by the board by virtue of paragraph A) of clause 5-3.20 of this entente, or of the corresponding clause of the 1983-1985 agreement had before his departure shall be recognized by the board and any additional seniority shall be added thereto, in accordance with the provisions of this article.

In the case of a transfer of seniority within the framework of security of employment where his new board has not applied the rule for the conversion of seniority provided for in clause 5-2.01 of the 1983-1985 agreement in the same manner as his original board, the seniority transferred to the newly engaged individual shall be adjusted by applying the conversion rule used by his new board.

5-2.11 In no case shall more than one year of seniority be recognized per year.

5-2.12 Seniority recognized for a teacher by virtue of clause 11-7.02 shall be recognized for the purposes of this article and any additional seniority shall be added to the seniority already recognized.

5-2.13

Seniority recognized for a teacher by an establishment in accordance with the collective agreement or the administrative policy in force in the establishment at the time the board takes over the teaching services of an establishment under the ministère de la Santé et des Services sociaux shall be recognized by the board and any additional seniority shall be added thereto, in accordance with the provisions of this article. Failing a collective agreement or an administrative policy in force in the establishment, the board shall apply the provisions of article 5-2.00 as regards the service in the establishment for the purposes of calculating seniority.

5-2.14

Within one hundred and eighty (180) days of her engagement, every female teacher, who so requests the board in writing, shall have recognized, for the purposes of seniority, the number of years or portion of a year corresponding to the number of years accumulated as a teacher for a period prior to having to resign because of marriage or maternity or a dismissal carried out by the board for the same reasons by virtue of a regulation or written policy of the board.

Within thirty (30) days of the request, the board shall inform the teacher and the union of the seniority that it recognizes for her by virtue of the preceding paragraph; 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.

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 article.

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);

**5-2.15
(cont'd)**

- 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 former collective agreements 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 provided for in this paragraph shall not apply if the only reason that causes him to lose this seniority is due to 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 within ninety (90) days of the coming into force of this entente.

Within thirty (30) days of the request, the board shall inform the teacher and the union of the seniority that it recognizes for him 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.

5-3.00

MOVEMENT OF PERSONNEL AND SECURITY OF EMPLOYMENT

SECTION 1 GENERAL PROVISIONS

5-3.01

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

5-3.02

The provisions of this article shall apply only to regular teachers and shall not grant any right or benefit to a non-legally qualified teacher, a part-time teacher or a teacher-by-the-lesson.

5-3.03

In order to avoid an increase in the surplus of personnel, a regular teacher cannot be in the service of another teaching institution in the education sector except with the board's approval.

5-3.04 The teacher on availability by virtue of former collective agreements and still on availability on the date of the coming into force of this entente becomes covered on that date by paragraph B) of clause 5-3.18, by clauses 5-3.20, 5-3.22, 5-3.23, 5-3.24, 5-3.26, 5-3.31 and by article 5-4.00.

5-3.05 Subject to the provisions of the agreement, it shall be the board's responsibility to use the services of the teachers in its employ so as to ensure the best possible instruction to its pupils. In assuming this responsibility, the board shall take into account the needs of the education system which it administers, the particular characteristics of its schools or classes as well as the competency, seniority and preferences of the teachers in its employ.

5-3.06 A) No teacher shall be required to accept a transfer to a school which is situated fifty (50) kilometres(1) or more from his domicile and from his place of work at the time of his transfer, unless the board and the union agree otherwise.

B) However, this limit shall not apply in the case of the closing of a school where he is teaching if there is no other school within the said fifty (50) kilometres either from his domicile or from the school which is closing.

C) The teacher who is required to accept or who accepts, at the board's request, a transfer to a school which is more than fifty (50) kilometres from his domicile and from his school, shall be entitled to the reimbursement of his moving expenses provided for in Appendix VI under the conditions stipulated therein.

D) For the purposes of this clause, "school" signifies "the establishment where the teacher dispenses his teaching."

1) When referring to the distance of fifty (50) kilometres in articles 5-3.00 and 5-4.00, such distance shall be calculated by the most direct public route which is the usual route travelled.

5-3.07 For the purposes of applying this article, if two (2) or more teachers have equal seniority, the teacher who has the most experience shall be considered as having the most seniority; and of those who have equal experience, the teacher who has the most schooling shall be considered as having the most seniority.

SECTION 2: TENURE

5-3.08 Tenure is the status acquired by the teacher who has completed at least two (2) full years of continuous service with the board, as a full-time teacher, full-time regular employee in another position at the board, since his engagement by the board.

- A) A leave of absence for union activities, a parental leave by virtue of article 5-13.00, an absence due to disability, a work accident or occupational disease, special leaves, a leave of absence for matters relating to education, a leave of absence with or without salary for studies as well as any other leave of absence for which this agreement provides the payment of salary shall constitute service for the purposes of acquiring tenure.
- B) The non-re-engagement for surplus followed by a re-engagement by the board or an engagement by another board during the following school year shall not interrupt continuous service.
- C) Insofar as there is no break in his employment ties, the teacher's acquisition of tenure shall be delayed proportionally in the case of an interruption in his service for reasons other than those provided for in the preceding two (2) paragraphs.
- D) The tenure and years of experience of a tenured teacher who leaves a board for another board, following a resignation submitted in accordance with article 5-9.00, shall be recognized. Moreover, the same shall apply to the notion of continuous service in the case provided for in clause 5-3.29.
- E) For the purposes of applying this clause, continuous service with an establishment under the ministère de la Santé et des Services sociaux as a full-time pedagogue(1) during the two (2) school years preceding the year of integration shall be considered as service with the board.

SECTION 3: FIELDS OF TEACHING

5-3.09 For the purposes of applying this article, the fields listed in Appendix I shall be considered as mutually exclusive.

The identification of courses and student activities at the secondary level in one of the fields of teaching shall be established by the Ministère as it appears in Appendix II.

5-3.10 On the date of the coming into force of this entente, the full-time teacher in the employ of the board shall belong to the field of teaching corresponding to the field of teaching to which he belonged under the 1983-1985 agreement and every such teacher shall belong to this field for as long as he has not been assigned to another field by virtue of this agreement. The fact that a teacher belongs to a field shall not prevent him from being assigned to more than one field.

5-3.11 The teacher on leave with or without salary (including the teacher on a full-time leave for union activities) on the date of the coming into force of this entente shall belong to the field of teaching corresponding to the field to which he belonged by virtue of the 1983-1985 agreement.

The teacher on leave with or without salary (including the teacher on a full-time leave for union activities) shall belong to the field of teaching to which he belonged at the time of his departure, subject to the provisions of this article.

5-3.12 The teacher who teaches in more than one discipline⁽¹⁾ or field of teaching shall belong to the discipline or field of teaching in which he provides the major portion of his teaching. If there is equal distribution, the board must ask the teacher to which discipline or field he would like to belong for the purposes of applying this article. The teacher must indicate his choice within twenty (20) days of the board's request. Failing such notice on the part of the teacher within the time allotted, the school board shall decide.

(1) Any person employed by an establishment under the ministère de la Santé et des Services sociaux whose principal and customary occupation is to teach pupils.

SECTION 4: COMPETENCY

5-3.13

Every teacher who is required to change discipline must have the competency. The teacher who meets one of the following criteria shall be considered as meeting the requirements of the discipline:

- a) to hold a specialized diploma or a specialized certificate for the discipline concerned. However, the teacher who holds a diploma which does not mention a specialty shall be considered competent to teach pupils other than those with learning and emotional problems either at the primary level as a homeroom teacher or at the secondary level in the general instruction disciplines other than Physical Education, Music, Plastic Arts and Computer Science. Similarly, the teacher who holds a specialized diploma or a specialized certificate in Physical Education shall be deemed competent to teach Physical Education to pupils at the pre-school, primary and secondary levels;
- b) to have at least one year of teaching experience on a full-time basis or the equivalent on a part-time basis in the discipline concerned within the last ten (10) years.
- c) to have completed fifteen (15) credits of specialization in the discipline concerned.

If, at the time of an assignment or transfer, no candidate meets one of the three (3) preceding criteria, the board may consider a teacher competent to fill a need in the discipline concerned if he has specific qualifications or if he has special knowledge in the said discipline or if he has pertinent experience. The board and the union may modify or replace this sub-paragraph.

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- (1) Discipline: one of the teaching disciplines or specialties defined by the board after consulting the union. Field 2 constitutes a discipline, Field 3 constitutes a discipline and the categories of pupils in Field 1 may constitute disciplines.

**5-3.13
(cont'd)**

If, for exceptional reasons, the board deems it necessary to have particular requirements, the latter must have been previously determined after consulting the union. These requirements must be directly related to the need to be filled either because of the pupils concerned (deaf, blind, etc.) or because of the nature of the subject to be taught (violin, swimming lessons, etc.). Moreover, particular requirements may only be determined when required by the board for other identical positions board and the union may modify or replace this sub-paragraph.

SECTION 5: NEEDS AND STAFF EXCESS

5-3.14

When the board offers instruction to pupils whose principal language of instruction is French and to pupils whose principal language of instruction is English, the group of teachers whose principal language of instruction is English who are employed in a school where the principal language of instruction is English shall be deemed to belong to the English sector. The other teachers shall be deemed to belong to the French sector. In this case, clauses 5-3.01 to 5-3.19 and 5-3.21 shall apply to each sector thus defined as if each one were a separate school board.

The board and the union may agree that this clause shall not apply.

5-3.15

Before April 30, the board shall estimate its pupil enrollment for all of the schools for the following school year and shall determine its staff needs while respecting the provisions concerning the workload and the rules concerning the formation of pupil groups.

By field, solely for the purposes of determining the number of teachers to be placed on availability, the board shall subtract from its staff the number of teachers who had obtained, for the following school year, a full-time leave which cannot be cancelled or terminated without the board's consent.

The union shall be informed of the pupil enrollment forecast and of the needs by field.

5-3.16

- A) No later than April 20, the board shall provide the union with the list of the teachers affected by the assignment procedure, by school, in alphabetical order and indicating for each: his seniority, discipline and field. Moreover, the board shall provide the union with student data for the current school year.
- B) At the same time, the board shall provide the union with the list of teachers in Field 34 in writing, in alphabetical order and indicating for each: the seniority, discipline and school of origin, where applicable, upon his arrival in Field 38.
- C) 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.
- D) Before April 30, the board shall, for the purposes of determining the excess by field and by school, draw up the list of teachers who have the least seniority in each of the fields of teaching. For each of the fields, this list shall include the number of teachers corresponding to the difference between the staff in each field and the needs forecast for the following school year.
- E) 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.
- F) The board and the union may modify or replace this clause.

5-3.17

Assignment and Transfer Criteria and Procedure Subject to the Competency and Seniority Criteria Negotiated and Agreed to at the National Level

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

5-3.18

- A) The teacher whose name appears on the list provided for in paragraph D) of clause 5-3.16 (subject to paragraph F) of the same clause) and identified as excess staff as a result of the application of the assignment and transfer procedure⁽¹⁾ shall be placed on availability as of the following July 1 if he is tenured or non re-engaged and as of the following July 1 if he is not tenured.
- B) Moreover, the non-tenured teacher who is not staff excess shall be non re-engaged because of a surplus as of the following July 1, if a teacher already on availability in his board, another board or a teaching institution in the education sector, who meets one of the three (3) competency criteria, may displace him and thus cancel his placement on availability.
- C) The board must, before June 1 of the current school year, notify, by registered letter or certified mail, the teacher who is subject to being placed on availability or, as the case may be, non re-engaged because of surplus of personnel for the following school year.
- D) The board shall forward to the union the list of teachers placed on availability or non re-engaged because of surplus of personnel.

5-3.19

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

5-3.20

- A) Following the assignment and transfer of teachers, the board which has a regular teaching position to fill, shall proceed in the following order and in each case the candidate must meet one of the three (3) competency criteria:
 - 1) The board shall assign the teacher from Field 38 who has been placed in this field following the application of clause 5-3.17 or of clause 5-3.19 or of subparagraph 2) of paragraph A) of this clause.
 - 2) Subject to the third subparagraph of paragraph A) of clause 5-3.23, the board shall recall the teacher on availability still in its employ or the teacher who has received a notice of placement on availability. The board must so inform the Regional Placement Bureau.

(1) or the corresponding provisions in the 1983-1985 agreement.

5-3.20 A)
(cont'd)

- 3) The board shall engage an available teacher from another board for Catholics or for Protestants who is referred by the Regional Placement Bureau and who is required to accept the position, taking into account the provisions concerning obligatory mobility (50 km).
- 4) The board may appoint a regular full-time employee already in its employ who has at least two (2) years of continuous service in its employ.
- 5) The board shall engage an available teacher 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 from another board for Catholics or for Protestants who is referred by the Regional Placement Bureau, as long as this measure has the effect of cancelling a placement on availability.
- 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 has the effect of cancelling a placement on availability.
- 7) The board shall engage an available teacher from a teaching institution in 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 and whose name is registered on the lists of the Regional Placement Bureau.

5-3.20
(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 on the date of the coming into force of this entente 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 5) of paragraph A) of this clause, if the teacher is deemed competent only under clause 5-4.07, the board shall not be required to engage him; similarly, the teacher shall not be required to accept an engagement for a position that is offered to him and this, notwithstanding clause 5-3.23.
- D) The board that engages a teacher from the education sector who is on availability according to his collective agreement shall recognize for him: 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 which would cause him to lose this right derives from the break in his employment ties as well as his months of service as defined in clause 5-4.02.

SECTION 6 RULES GOVERNING THE DISTRIBUTION OF DUTIES AND RESPONSIBILITIES AMONG THE TEACHERS IN A SCHOOL

5-3.21

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

**SECTION 7 TEACHERS ON AVAILABILITY AND TEACHERS NON RE-ENGAGED
BECAUSE OF SURPLUS**

5-3.22 Utilization of the Teacher on Availability

Subject to the following provisions, the teacher on availability shall retain his status of regular teacher:

- A) During the 1986-1987 school year, the teacher on availability shall receive one hundred per cent (100%) of the salary he would have received had he not been on availability; during the 1987-1988 school year, the teacher on availability shall receive ninety-five per cent (95%) of the salary he would have received had he not been on availability; during the 1988-1989 school year, the teacher on availability shall receive ninety per cent (90%) of the salary he would have received had he not been on availability; for the 1987-1988 and 1988-1989 school years, these percentages may be higher if the teacher on availability is used to a greater extent than these percentages compared to a full-time teacher on an annual basis so that the teacher who was used at one hundred per cent (100%) shall receive 100% of the salary he would have received had he not been on availability. Notwithstanding the foregoing, the teacher following an extensive re-training program as defined in clause 5-4.09 shall receive one hundred per cent (100%) of the salary he would receive were he not on availability.
- B) 1) The teacher on availability during the 1987-1988 and 1988-1989 school years shall be assigned a full teaching load for the first one hundred (100) days of work of each school year.
- 2) Ten (10) days before the one hundred and first (101st) day of work of the 1987-1988 work year, the board shall establish for each teacher on availability a teaching load equal to ninety per cent (90%) of the teaching load of the full-time teacher for the last one hundred (100) days.
- 3) Ten (10) days before the one hundred and first (101st) day of work of the 1988-1989 work year, the board shall establish for each teacher on availability a teaching load equal to eighty per cent (80%) of the teaching load of the full-time teacher for the last one hundred (100) days.

5-3.22 B)
(cont'd)

- 4) In the case of the preceding two (2) subparagraphs, the distribution may be by week, cycle, month or other. In each of these cases this distribution may be revised after January 20, after consultation with the teacher, and failing an agreement on the time of the change, prior notice of at least five (5) days must be given.
- 5) The board and the union may modify or replace the provisions of the preceding subparagraphs 1) to 4).
- C) The other monetary benefits such as those deriving from insurance plans, parental rights and regional disparities shall be in proportion to the salary paid.
- D) Except for any period of leave without salary, the period of time on availability shall count as a period of service for the purposes of the three (3) pension plans presently in force (RRF, RREGOP and RRE).
- E) While he is on availability, the teacher shall accumulate experience as any other regular teacher even if he does not receive one hundred per cent (100%) of his salary.
- F) As long as the teacher on availability has not been relocated to another board or to another teaching institution within the education sector, has not been recalled by his board or has not lost his rights and privileges according to the provisions of this article, he shall remain on availability and the board shall assign him to duties compatible with his qualifications and experience, regardless of the general duties provided for in article 8-2.00. He may be assigned within the adult education sector, even in the evening. With his consent, he may be assigned to a place of work outside the jurisdiction of the board without being exempt from the application of clause 5-3.23.
- G) The teacher on availability shall be entitled to all the benefits of this agreement which are not incompatible with the provisions of this article.
- H) Except in the case provided for in clause 5-4.04, the fact that a teacher on availability replaces an absent teacher or fills a position that would otherwise be assigned to a part-time teacher, a teacher-by-the-lesson, a teacher at an hourly rate or an occasional substitute, shall not modify in any way his status as a teacher on availability.

5-3.23

RIGHTS AND OBLIGATIONS OF THE TEACHER PLACED ON AVAILABILITY

- A) The teacher on availability who is offered a contract of engagement as a full-time teacher by another board or a teaching institution in the education sector, must accept it within ten (10) days following the receipt of such written offer of engagement; if the written offer of engagement is received in July, the ten (10) days shall begin as of August 1. However, this obligation shall only exist if the full-time teaching position is situated fifty (50) kilometres or less from his domicile or his place of work at the time of his placement on availability.

The obligation to accept employment shall also apply to a position in adult education.

Furthermore, during his first year of his placement on availability, the teacher who has accepted a full-time teaching position in another board or teaching institution in the education sector may return to his original board before September 1 of the said school year to a full-time teaching position to be filled as long as he meets one of the three (3) competency criteria. In this case, the teacher shall regain all his rights as if there had never been a break in his employment tie.

- B) Refusal or failure to accept the employment offered within ten (10) days of the receipt of the written offer of engagement in accordance with the preceding paragraph A) shall, for all legal purposes, constitute resignation on the part of such teacher from the board where he is on availability and shall annul all the rights the said teacher may have by virtue of this agreement, including his tenure, and shall automatically entail the removal of such teacher's name from the lists of the Regional Placement Bureau. However, he shall maintain his right to severance pay under the conditions provided for in the agreement.

- C) Except for July, the teacher on availability must present himself for an interview with a board or teaching institution in the education sector when requested by

5-3.23
(cont'd)

- C) the Regional Placement Bureau by registered letter or certified mail and the position offered is located fifty (50) kilometres or less from his domicile or his place of work at the time of his placement on availability. In this case, the teacher shall be entitled to the reimbursement, by his board, of his travel and accommodation expenses, if need be, according to the rates in effect in his board. The teacher shall also benefit, upon the request of the Regional Placement Bureau to his board, from a leave of absence without loss of salary.
- D) The teacher on availability in a board must supply, upon request, any pertinent information concerning his employment security.
- E) At the time of his engagement by another board or a teaching institution in the education sector, the tenure and seniority that the teacher on availability had at the time of his departure from his board shall be recognized as shall be his bank of non-redeemable sickleave 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 this right derives from a break in his employment tie.
- F) Upon his engagement by another board or by a teaching institution in the education sector, the teacher on availability shall resign from the board where he is on availability. This resignation from the board where he is on availability shall take effect on June 30 of the current school year if his contract of engagement with the other board or with a teaching institution in the education sector was signed during the course of this same school year to take effect at the beginning of the following school year. When the entry into service with the other board or a teaching institution in the education sector takes place during the same school year during which he has signed his contract of engagement with this board, his resignation shall take effect on the last day preceding the coming into force of his contract at the other board or teaching institution in the education sector.
- G) For the purposes of applying this clause, the date on the post office receipt indicating the receipt of the documents forwarded by registered letter or certified mail shall constitute prima facie proof for calculating the prescribed time limits.

5-3.23
(cont'd)

H) Failure on the part of a teacher on availability to conform to one of the obligations provided for in this article shall, for all legal purposes, constitute a resignation on the part of such teacher and this resignation shall entail the loss of all the rights that the agreement could grant him including his tenure.

5-3.24

Every tenured regular teacher may substitute for a teacher on availability provided that the board accept such substitution. The teacher who has thus substituted shall be considered as having been placed on availability in accordance with this article. He shall be, as of the effective date of his substitution, subject to all the rights and obligations of this article.

5-3.25

RIGHTS AND OBLIGATIONS OF THE TEACHER NON RE-ENGAGED BECAUSE OF SURPLUS

- A) The teacher non re-engaged because of surplus of personnel by virtue of the provisions of this article shall remain on the lists of the Regional Placement Bureau for up to three (3) years.
- B) As long as the teacher non re-engaged because of surplus of personnel remains on the lists of the Regional Placement Bureau provided for in the preceding paragraph A), he shall have the right to be recalled according to clause 5-3.20 as long as he meets the competency criteria.
- C) As long as the teacher non re-engaged for surplus of personnel remains on the lists of the Regional Placement Bureau provided for in the preceding paragraph A), he shall be given priority of engagement for a full-time teaching position to be filled in his region, in conformity with clause 5-3.20.
- D) In the case where such teacher was non re-engaged because of surplus at the end of his second (2nd) year of continuous service, this teacher shall obtain his tenure at the time of his re-engagement by the board or of his engagement by another board or a teaching institution in the education sector; the latter shall reimburse the moving expenses provided for in Appendix VI according to the conditions mentioned therein if, according to this same appendix, his engagement necessitates his moving.

**5-3.25
(cont'd)**

- E) The failure or refusal to accept a written offer of engagement as a full-time teacher from a board or a teaching institution in the education sector, within ten (10) days of the receipt of such written offer of engagement, shall entail the loss of all rights such teacher may have by virtue of this clause.
- F) The date on the post office receipt indicating the receipt of the documents forwarded by registered letter or certified mail shall constitute *prima facie* proof for calculating the time limits provided for in this clause.

5-3.26

A) (Protocol) Regional Placement Bureau

The boards of each school region shall collectively establish a Regional Placement Bureau. The Ministère shall be a full participant in the activities of this bureau. This bureau shall have the responsibility of:

- 1) Collecting all the data related to employment security: positions available, teachers non re-engaged because of surplus, teachers placed on availability; forwarding this data to the boards of the school region.
- 2) Providing, in accordance with clause 5-3.20, candidates for each position to be filled when a board must engage a full-time teacher.
- 3) Encouraging and facilitating the voluntary mobility of any teacher to other boards.
- 4) Dealing with the National Placement Bureau on all matters relating to employment security.

B) (Protocol) National Placement Bureau

The Fédération and the Ministère agree to establish a National Placement Bureau for teachers. This bureau shall assume the responsibility of:

- 1) Ensuring the exchange of any pertinent information relating to employment security between the different regional placement bureaus.
- 2) Co-ordinating the activities which aim to facilitate the integration of new teachers into the labour market.

SECTION 8: VARIA

5-3.27

Legal Qualifications

A) For the purposes of this agreement, the teacher shall be legally qualified if he has:

- a teaching diploma from the Province of Québec or,
- a teaching permit (probation) from the Province of Québec subject to the requirements imposed by teacher probation when this permit is obtained or,
- a provisional teaching authorization subject to the requirements when such authorization is issued.

A teacher may not be obliged to take courses or submit to particular requirements in order to obtain legal qualifications that are different from those he already has or that he is in the process of acquiring.

B) (Protocol) Teachers Affected by an Engagement Tolerance

The teacher affected by an engagement tolerance as defined in the Regulations of the Ministre and who has completed three (3) consecutive years of service as a teacher, of which at least two (2) were with the board, shall obtain, when he is engaged for a fourth (4th) year with the board, a provisional teaching authorization as defined in the administrative rules of the Ministère concerning the legal authorization to teach. The maintenance of such a provisional authorization shall be subject to the requirements established when it is issued.

This paragraph B) shall not apply to the teacher who has already obtained a provisional teaching authorization or a permit and who has not met the requirements then imposed.

C) The absence of legal qualifications may not be invoked against a teacher who has met, within the time limits prescribed, the conditions established for obtaining such legal qualifications but who has not produced the required documents because of an administrative delay not attributable to him.

5-3.28 Integration of School Boards

- A) At the time of an amalgamation (including the disappearance of a board to the benefit of one or more other boards), an annexation or a restructuring, the rights and obligations of the parties concerned arising from this agreement shall be maintained for every new board.
- B) During the school year preceding an amalgamation, (including the disappearance of one or more other boards), annexation or restructuring, the board cannot invoke "staff excess" to non re-engage regular teachers or to place them on availability as the case may be, if the cause of the surplus of personnel is a result of such amalgamation, annexation or restructuring.

However, as of the school year of the amalgamation, annexation or restructuring, such annexing board or such new restructured board may invoke "staff excess" to non re-engage teachers or to place them on availability.

- C) At the request of the Corporation, the parties to the national entente agree to meet to discuss the rights of teachers in the event of the integration of school boards.
- D) The provisions of this clause may in no way delay or prevent an amalgamation, annexation or restructuring of boards.

5-3.29 Transfer of Pupils

- A) 1) If a board no longer offers instruction to certain pupils because this instruction is being taken over by another board, the regular teacher who taught these pupils for the majority of his time must follow these pupils to the board which takes over such instruction if the school which offers such instruction is located fifty (50) kilometres or less from the domicile or from the place of work of the teacher concerned.
- 2) The number of teachers transferred shall be established in proportion to the number of pupils transferred compared to the total clientele concerned.
- 3) In the case where more than one school board receives these pupils, the teachers thus transferred shall be distributed among these boards in the same proportion as these pupils.

5.3.29 A)
(cont'd)

4) The teacher shall be entitled, if applicable, to the application of clause 5-4.03.

B) However, with the consent of the board which no longer offers this instruction, such teachers described in this clause may remain in the employ of the said board on the condition that there be no non re-engagement nor placement on availability of teachers for reasons of surplus of personnel resulting from such agreement.

However, as of April 1 following the beginning of the school year when such pupils have started their schooling in the board which assumed this instruction, the board may invoke "staff excess" for the purpose of non re-engaging these teachers or placing them on availability, as the case may be, the foregoing in conformity with this article.

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

5-3.30

Contract of Service

The board shall not invoke "staff excess" to non re-engage regular teachers or to place them on availability, as the case may be, if the cause of the surplus of personnel arises from the application of a contract with an organization, or from a contract of association with a teaching institution, in conformity with the Education Act, according to which the said organization or teaching institution shall offer the instruction which the board formerly offered. However, the board must, before granting such a contract, give a written notice to the union of the permission granted by the Ministère to grant the said contract, if such is the case.

5-3.31

Moving

For the cases provided for in clauses 5-3.25, 5-3.29 and 5-4.03, unless the teacher can benefit from the Federal Labour Mobility Plan, the teacher shall benefit, from the board that he leaves (except in the case provided for in clause 5-3.25), from the reimbursement of moving expenses provided for in Appendix VI under the conditions provided for therein if, according to this same appendix, his engagement necessitates his moving.

**5-3.31
(cont'd)**

Also, in the cases provided for in the preceding paragraph, if the engagement of a teacher by another board necessitates his moving according to this same appendix, and this move must be made between September 1 and June 30, such teacher shall, from the board that engages him, be entitled to:

- a maximum of three (3) workdays without loss of salary, supplements or premiums for regional disparities to sell the residence which is considered as his domicile;
- a maximum of three (3) workdays without loss of salary, supplements or premiums for regional disparities to look for accommodations. Such three (3) day maximum shall not include the duration of the return trip;
- a maximum of three (3) workdays without loss of salary, supplements or premiums for regional disparities to cover moving and settling in.

5-4.00

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

5-4.01

Pre-retirement

A) As of July 1, 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 at his board. However, no later than August 15, this leave may be cancelled, by means of a mere written notice, if the board ascertains at that time that it no longer has the effect of reducing the number of teachers on availability at his board.

- 1) This leave shall be for a complete year; it may be for less than one full year if it comes into force after the beginning of the work year. During this leave, the teacher shall receive fifty per cent (50%) of the salary he would have received had he been at work.
- 2) The duration of this leave shall count as a period of service for purposes of the three pension plans presently in force (RRF, RREGOP and RRE).

5-4.01 A)
(cont'd)

- 3) Such leave shall take place during the year preceding the year during which the teacher shall be entitled for the first time, to a pension without reduction, according to the pension plan applicable to him.
 - 4) At the end of this leave, the teacher concerned shall automatically resign and shall take his pension.
 - 5) During this leave, the teacher shall be entitled to the benefits provided for in the agreement, provided they are compatible with the nature of this leave.
 - 6) During this leave, the teacher may not hold a contract of employment with an employer in the public and parapublic sectors.
- B) When there are no teachers on availability in a board or no teacher on availability in this board meets one of the three (3) competency criteria to fill a full-time teaching position, the Regional Placement Bureau may authorize this board to grant a preretirement leave to a teacher, if such leave permits the relocation of a teacher on availability from another board to this board.

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 that 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 the loss of the teacher's tenure;
- 2) It must be accompanied by a definite departure from the public and parapublic sectors (break in the employment ties) and no return is permissible for one (1) year except in the case where the severance pay is reimbursed.

5-4.02
(cont'd)

- 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. One 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 salary, the salary rate shall be that which he would receive if he were not on a part-time leave.

Leaves for union activities, parental leaves by virtue of article 5-13.00, absences due to disability or work accidents and occupational diseases, special leaves, leaves for matters related to education, leaves with or without salary 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.

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

- C) The resignation submitted in accordance with this clause shall only be effective as of the date on which the teacher concerned receives the entire amount of severance pay.
- D) When there are no teachers 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 severance pay to a teacher if such severance pay permits the relocation of a teacher on availability from another board to this board.

5-4.03 Transfer of Rights

- A) As of May 1, if a tenured teacher leaves his board to be engaged by another board and this results in the reduction of the number of teachers on availability in his board or in another board or to be placed on availability in his board, his tenure, years of experience recognized by his board, seniority, months of service as defined in clause 5-4.02 and his bank of non-redeemable sick-leave days shall be transferred along with his right to the application of clauses 6-2.09 and 6-5.02, if the only reason which would cause him to lose this right derives from the break in his employment ties, as well as the costs for the transportation of his furniture and personal effects provided for in articles 3 and 4 of Appendix VI under the conditions prescribed therein.
- B) In the case of the teacher on availability who accepts a relocation which is situated more than fifty (50) kilometres from his domicile and from the place of work where he was teaching at the time of his placement on availability, his tenure, years of experience recognized by his board, seniority, months of service as defined in clause 5-4.02, the banks of non-redeemable sick-leave days shall be transferred as shall be the right to the application of clauses 6-2.09 and 6-5.02 if the only reason which could cause him to lose this right derives from the break in his employment ties as well as the application of Appendix VI.

5-4.04 Replacement of a Full-time Teacher

In order to replace a full-time teacher who is on a full-time leave, either for the entire school year, or to complete the school year provided that such leave began on or prior to October 15, and whose leave may not be cancelled or terminated without the board's consent, the latter shall assign a teacher referred to in subparagraph 1) of paragraph A) of clause 5-3.20; failing this, it shall recall one of its teachers referred to in subparagraph 2) of paragraph A) of clause 5-3.20.

In these cases, the candidate must meet one of the three (3) competency criteria and the provisions stipulated in paragraph B) of clause 5-3.20 shall apply.

5-4.05 Loan of Service to a Community Organization

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

**5-4.05
(cont'd)**

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.

Such a leave shall be subject to the provisions stipulated in Appendix VIII.

5-4.06

Employment Premium

- A) In a board where there is surplus, this measure shall permit a tenured teacher who is relocated outside the public and parapublic sectors to benefit from an employment premium.
- B) When there are no teachers on availability at the board or no teacher on availability in this board meets one of the three (3) competency criteria in order to fill a full-time teaching position, the Regional Placement Bureau may authorize the board to grant an employment premium to a teacher if such premium permits the relocation of a tenured teacher on availability from another board to this board.
- C) 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.
- D) This premium shall be subject to the provisions stipulated in Appendix IX.

5-4.07

Retraining of Teachers

The teacher who has completed the "retraining program for teachers at the secondary level in order to teach at the primary level" (1) shall receive an attestation from the Ministère upon completion of the program. The said attestation shall indicate for each teacher the field(s) at the primary level which he is considered as being able to teach. The teacher shall then be considered as having the competency criteria as defined in clause 5-3.13 for the field(s) indicated therein.

(1) Document dated February 27, 1984.

5-4.07 (cont'd) The teacher in the employ of an integrated school board may refuse to take part in the "retraining program for teachers at the secondary level in order to teach at the primary level"; he may also decide not to complete the training period.

5-4.08 Pre-retirement Leave Spread Over Two (2) Years

The teacher who already benefits from such a pre-retirement leave shall continue to be covered by Section I of Appendix XXXIV of the 1983-1985 agreement, which shall be in force until June 30, 1987.

5-4.09 National Parity Committee on Resorption and Retraining Measures

A) The ministère de l'Éducation, the Fédération des commissions scolaires catholiques du Québec and the Quebec Association of Protestant School Boards on the one hand and the Centrale de l'enseignement du Québec, the Provincial Association of Protestant Teachers and the Provincial Association of Catholic Teachers on the other hand, shall set up a parity committee comprised of four (4) representatives of the management group and of four (4) representatives of the union group.

B) The committee's mandate shall be to draw up, for the 1987-1988 and 1988-1989 school years, resorption and retraining measures designed to reduce the number of teachers on availability and to implement the measures with a non transferable predetermined annual budget. The committee shall adopt solutions or measures to resorb or to assign teachers on availability either within or outside the school system and on the basis of these solutions and measures, shall develop a plan for the use of teachers. The committee shall also have the mandate to examine, from a larger perspective, the overall situation regarding the teaching profession.

C) The committee's budget shall be:

- 1) five million dollars (\$5,000,000.00) for the 1987-1988 school year;
- 2) five million dollars (\$5,000,000.00) for the 1988-1989 school year.

Exceptionally, any amount of the budgetary mass of five million dollars (\$5,000,000.00) not used or committed for the 1987-1988 school year shall be transferable to the following school year.

**5-4.09
(cont'd)**

D) The committee may, within its budget, promote the intensive retraining of teachers on availability.

1) A teacher on availability who follows an intensive retraining program (at least one year on a full-time basis):

- shall receive 100% of his salary during his retraining program; the difference between the salary applicable to the teacher on availability and 100% of his salary shall be taken from the committee's budget;

- shall remain subject to the application of clause 5-3.20; unless the committee decides otherwise, the following principle shall apply: if the teacher is recalled or engaged by virtue of clause 5-3.20, his retraining program shall end unless the committee decides he may complete it, in which case his obligation to present himself to his employer shall be postponed accordingly.

2) A teacher on availability, who has completed his retraining program on a full-time basis and who cannot be recalled or engaged by the application of subparagraph 2) or 3) of paragraph A) of clause 5-3.20, shall become mobile within his school region unless the committee decides otherwise.

5-4.10

For purposes of this article, the expression "teacher on availability" shall include the teacher in Field 38 referred to in subparagraph 1) of paragraph A) of clause 5-3.20.

5-5.00

PROMOTION

5-5.01

The board shall establish the eligibility criteria and the particular characteristics of every professional, senior staff or management staff position.

5-5.02

When the board intends to fill such a position, it may call for outside candidates but it must proceed by a posting in its schools. However, such posting shall not be required if the board fills the position by a reassignment of its staff.

5-5.03 When a teacher is appointed to temporarily fill such a position, he shall receive the remuneration provided for such position for the time during which he occupies it but he shall remain covered by the teachers' insurance plan.

The temporary appointment shall normally end at the end of the school year at the latest or at the end of one complete year, if the appointment came into force after January 1. However, the temporary appointment may extend beyond the school year or the year if it is the result of a replacement due to a disability leave, parental leave or loan of service to the Ministère, the Fédération or the management committee. The board and the union may agree to extend the duration of a temporary appointment.

When a teacher ceases to fill such a position, he shall return to his regular position under the conditions and with the rights as if he had actually performed his teaching duties during this time.

5-5.04 When a principal or vice-principal ceases to fill such a position without severing his employment ties, he may return to teaching under the same conditions and with the same rights as if he had performed his teaching duties during this time, subject to clauses 5-2.01 and 5-3.20.

5-5.05 The board and the union may modify or replace any provision of this article.

5-6.00 PERSONAL FILE

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

5-7.00 DISMISSAL

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

5-8.00 NON-RE-ENGAGEMENT

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

5-9.00 RESIGNATION AND BREACH OF CONTRACT

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

5-10.00 LIFE, HEALTH AND SALARY INSURANCE PLANS

SECTION I GENERAL PROVISIONS

5-10.01 A) The following shall be eligible for the life, health and salary insurance plans and the complementary plans as of the date prescribed and until the beginning of his retirement:

- 1) The teacher employed on a full-time basis and the part-time teacher employed on the basis of 75% of full-time or more:

the board shall pay its full contribution for this teacher.

- 2) The part-time teacher employed on the basis of less than 75% of full-time:

in this case, the board shall pay half of the contribution which would be payable for a full-time teacher, and the teacher shall pay the remainder of the board's contribution in addition to his own.

B) A teacher-by-the-lesson shall be eligible for the basic health insurance plan, the standard life insurance plan and the sick-leave days plan, as of the date of the coming into force of this entente:

5-10.01 B)
(cont'd)

The board shall pay half of the contribution payable for a full-time teacher, the teacher shall pay the remainder of the board's contribution in addition to his own.

The teacher-by-the-lesson shall not be entitled to any other benefit and cannot participate in the complementary plans.

- C) Subject to clause 5-10.12, the participation of an eligible teacher shall begin on the day the plan comes into force if he is in the employ of the board on that date, if not,
- as of the date foreseen for his entry into the service of the board if his contract takes effect between the first and the last workday of the work year;

or

 - as of the first workday of the work year if his contract takes effect before or on the first workday of the work year.
- D) The occasional substitute shall not be entitled to any life, health or salary insurance benefits and may not participate in the complementary plans.

5-10.02

For the purposes of these plans, the word dependent means the teacher's spouse or dependent child defined as follows:

- a) spouse: the man or woman who has become a spouse by virtue of a marriage legally contracted in the Province of Québec, or elsewhere and acknowledged as valid under Québec law, or the unmarried person who has been permanently living for over three (3)⁽¹⁾ years with an unmarried person of the opposite sex whom he or she openly presents as being his or her spouse, it being specified that the dissolution of the marriage by divorce or annulment as well as any de facto separation of over three (3) months if there was no marriage.
- b) dependent child: a child of a teacher, of a teacher's spouse or of both, or a child living with the teacher for whom adoption procedures have been undertaken, unmarried and living or domiciled in Canada, who depends on the teacher

(1) Read as one (1) year instead of three (3) years if a child is born from the union.

5-10.02 b) for his financial support and who is under eighteen (18) years (cont'd) of age; every child under twenty-five (25) years of age who is a duly registered student attending a recognized learning institution on a full-time basis or a child of any age who became totally disabled before reaching his eighteenth (18th) birthday or before reaching his twenty-fifth (25th) birthday if he was a duly registered student attending a recognized learning institution on a full-time basis and has remained continuously disabled ever since.

5-10.03 The word disability means any state of incapacity resulting either from an illness, including a surgical procedure directly related to family planning, from an accident subject to clauses 5-10.48 to 5-10.68 or from an absence provided for in clause 5-13.19, which necessitates medical attention, which renders the teacher totally unable to perform the usual duties of his position or of any other similar position calling for comparable remuneration which may be offered to him by the board.

5-10.04 Period of disability means any continuous period of disability or any series of successive periods of disability separated by less than twenty-two (22)⁽¹⁾ days of actual full-time work or of availability for such full-time work, unless the teacher establishes in a satisfactory manner that a subsequent period is due to an illness or accident in no way related to the cause of the preceding disability.

5-10.05 A period of disability resulting from self-inflicted illness or injury on the part of the teacher, alcoholism or drug addiction, active participation in any riot, insurrection or criminal act, or service in the armed forces, shall not be recognized as a period of disability for the purposes of this article.

Notwithstanding the foregoing, in the case of alcoholism or drug addiction, for the purposes of this article, the period during which the teacher receives treatment or medical care for his rehabilitation, shall be recognized as a period of disability.

(1) Read as "8 days" instead of "22 days" if the continuous period of disability which precedes his return to work is equal to or less than three (3) calendar months excluding the period between the end of a work year and the beginning of the next work year and the annual vacation periods for teachers in the adult education sector, where applicable.

5-10.06 The provisions of the life insurance plan provided for in the 1983-1985 agreement shall remain in force, under the conditions stipulated therein, until the date of the coming into force of this entente.

The provisions of the health insurance plan provided for in the 1983-1985 agreement shall remain in force, under the conditions stipulated therein, until the date of the coming into force of this entente. However, the policies for the health insurance plans and the complementary plans in effect at the time of the coming into force of this entente shall continue to apply without modification with the exception of the annual modification in premiums until the date foreseen by the parity committee or the Insurance Committee of the Centrale in accordance with clause 5-10.18.

The provisions of the salary insurance plan described in article 5-10.00 of the 1983-1985 agreement, with the exception of clause 5-10.40, shall continue to apply until the coming into force of this entente.

5-10.07 The new life insurance plan shall come into force as of the date of the coming into force of this entente.

The new provisions of the basic health insurance plan and of the complementary insurance plans (Section II) shall take effect on the date of the coming into force of this entente. However, the new contracts for the health insurance plans and the resulting complementary plans shall come into force on the date set by the parity committee or the Insurance Committee of the Centrale in accordance with clause 5-10.18.

The new salary insurance plan shall apply as of the date of the coming into force of this entente, subject to clause 5-10.43 and with the exception of clause 5-10.40, which shall come into force on July 1, 1986.

5-10.08 As a counterpart to the board's contribution to the insurance benefits provided hereinafter, the full amount of the rebate allowed by Employment and Immigration Canada (EIC) in the case of a registered plan shall be the exclusive property of the board.

SECTION II BASIC HEALTH INSURANCE PLAN AND COMPLEMENTARY INSURANCE PLANS:

A) BASIC HEALTH INSURANCE PLAN

5-10.09

The plan shall cover, as per the terms set down by the Insurance Committee of the Centrale, all drugs sold by a licenced pharmacist or by a duly authorized physician, as prescribed by a physician or a dentist.

Moreover, if the committee deems it appropriate, the plan may cover all other expenses related to the treatment of the illness.

5-10.10

The health insurance benefits shall be reduced by the benefits payable by virtue of any other public or private, individual or group plan.

5-10.11

A) Participation in the health insurance plan shall be compulsory, but a teacher may, by giving prior written notice to the board stating the name of the insurer and the policy number, refuse or cease to participate in the health insurance plan provided that he establishes that he and his dependents are insured under a group insurance plan affording similar benefits.

B) Notwithstanding clause 5-10.01, the teacher on a leave without salary or on a leave for educational purposes shall not be covered by the plan unless, at his request, he wishes to continue to participate in the plan. In such a case, he will have to pay the total amount of the premiums due including the board's share.

C) The teacher who, on the date of coming into force of this entente participated in the optional plans under article 5-11.00 of the document annexed to Order-in-Council #3811-72 may, upon written notification to the board within sixty (60) days of the coming into force of this entente, choose not to participate in the health insurance plan described in this article.

D) The basic health insurance plan shall not apply to a teacher for whom the board contributes to an endowment fund; however, this teacher may, within sixty (60) days of the coming into force of this entente, choose to participate in the health insurance plan if he pays the board's contribution in addition to his own.

5-10.12 A teacher who has refused or has ceased to be a participant in the plan may again become eligible there to subject to the following conditions:

- a) he must establish to the satisfaction of the insurer that:
 - he was previously covered by virtue of the current group insurance plan or of any other plan offering similar coverage;
 - that it is no longer possible for him to continue to be covered due to ineligibility;
 - that his application is filed within thirty (30) days following the termination of his coverage;
- b) subject to paragraph a) above, coverage shall take effect as of the first day of the pay period during which the request is received by the insurer;
- c) in the case of any person who, prior to applying for insurance, was not insured under the current group insurance plan, the insurer is not responsible for any payment of benefits which might be payable by a previous insurer by virtue of an extension or conversion clause or for any other reason.

5-10.13 The board's contribution to the health insurance plan on behalf of any teacher cannot exceed the least of the following amounts:

- a) in the case of a participant insured for himself and his dependents: fifty-four dollars (\$54) per year plus tax, where applicable;
- b) in the case of an individually insured participant: twenty-one dollars and sixty cents (\$21.60) per year plus tax, where applicable;
- c) an amount equal to twice the contribution paid by the participant himself for the benefits provided by the health insurance plan.

5-10.14 In the event that the Québec Health Insurance Plan is extended to cover drugs, the amounts provided for in clause 5-10.13 shall be reduced by two thirds (2/3) of the yearly cost of the drug benefits included in this plan.

5-10.15

Every policy must include, among others, the following stipulations:

- a) a specific provision with regard to the premium reduction which shall be allowed in the event that drugs prescribed by a physician are no longer considered admissible expenses under the health insurance plan;
- b) a guarantee to the effect that neither the factors of the retention formula nor the rate according to which the premiums are calculated may be increased prior to January 1 following the end of the first full policy year, nor more often than every January 1 thereafter;
- c) the excess of premiums over benefits or reimbursements paid to the insured persons must be reimbursed by the insurer as dividends or rebates, after deduction of the agreed amounts according to the predetermined retention formula;
- d) the premium for a pay period shall be computed on the basis of the rate applicable to the participant on the first day of this period;
- e) no premium shall be payable for a pay period on the first day of which the teacher is not a participant; also, the premium shall be payable in full for a pay period during which the teacher's participation terminates;
- f) the rate of the premium must provide that, for the teacher who receives his annual salary over a period of ten (10) months, insurance is granted without payment of premiums for the months of July and August to all teachers who were participants in the plan on June 30; there is no premium adjustment in the case where such teacher who becomes a participant after September 1 or who ceases to participate in the plan prior to June 30;
- g) the insurer must also forward to the Ministère and the Fédération, a copy of every communication of a general nature sent to the boards or the insured;
- h) the insurer shall be responsible for the keeping of files, analyses and claim settlements;
- i) the insurer shall provide the Insurance Committee of the Centrale with a detailed statement of all operations carried out under the policy as well as the reports, various statistics and any and all information which may be required to test the accuracy of the retention calculation;

**5-10.15
(cont'd)**

- j) any modification to the coverage and the resulting deduction at source for a teacher already in the employ of the board, following the birth or adoption of a first child or a change in status, shall come into force within thirty (30) days of the request if it is made within thirty (30) days of the event;
 - k) if it is accepted by the insurer, any other modification concerning the coverage and the resulting deduction at source for a teacher already in the employ of the board shall take effect on January 1 if the insurer sent the notice of acceptance to the board on or before the preceding December 1;
 - l) the definitions of spouse and dependent child are identical to those found in clause 5-10.02 of this agreement.
- B) COMPLEMENTARY INSURANCE PLANS TO WHICH THE BOARD DOES NOT CONTRIBUTE**

5-10.16

- A) The Insurance Committee of the Centrale shall determine the provisions of no more than three (3) optional complementary personal insurance plans. The cost of these plans shall be borne entirely by the participants.
- B) Every policy must include among others the following stipulations:
 - 1) the provisions provided for in paragraphs b) to k) of clause 5-10.15;
 - 2) the participation of a new teacher eligible for a complementary plan shall take effect within thirty (30) days of the request if it is made within thirty (30) days of his entry into service;
 - 3) if the request is made thirty (30) days after his entry into service, the participation of a new teacher who is eligible for a complementary plan shall take effect on January 1 if the insurer sent the notice of acceptance to the board on or before the preceding December 1.

5-10.17

In the case of boards which have, on the date of the coming into force of this entente, optional complementary personal insurance plans other than those established by the Centrale, the following provisions shall apply:

5-10.17
(cont'd)

- a) the personal insurance policies and the resulting administrative measures for boards are maintained;
- b) any modification to any one of the plans or policies must be made in accordance with the provisions concerning the national complementary plans by adapting them accordingly;
- c) the union may choose to replace all the existing local plans by the national complementary plans. In this case, a notice of modification must be forwarded to the board at least sixty (60) days before it comes into force.

C) INSURANCE COMMITTEE OF THE CENTRALE

5-10.18

The parity committee provided for in the 1983-1985 agreement shall continue to exist until it is replaced by the Insurance Committee of the Centrale. The Centrale shall inform the parity committee in writing of the members appointed to this committee.

The parity committee shall transfer its assets and liabilities to the Insurance Committee of the Centrale and shall cease to exist on the date indicated in the notice provided for in the preceding paragraph.

5-10.19

The Insurance Committee of the Centrale must prepare a schedule of conditions, if necessary, and obtain, for all the participants in the plans, a group insurance policy for the basic health insurance plan and one or more group insurance policies for the other plans.

5-10.20

The Insurance Committee of the Centrale may maintain from year to year for the retired teachers, with appropriate amendments, the basic plan coverage without any contribution on the part of the board provided that:

- the teachers' contributions to the plan and the board's corresponding contribution be determined while excluding any cost resulting from the extension of coverage applying to retired teachers.
- all disbursements, contributions and rebates pertaining to retired teachers be recorded separately and any additional contribution which may be payable by the teachers by virtue of the extension to retired teachers be clearly identified as such.

5-10.21 The insurer selected for all plans must have its head office in Québec and must be a single insurer or a group of insurers acting as a single insurer. For the purposes of selecting an insurer, the Insurance Committee of the Centrale may request bids or proceed according to any other method that it determines.

The committee must carry out a comparative analysis of all bids received, if applicable, and after making its choice, provide the Fédération and the Ministère with a report on such analysis and a statement giving reasons for its choice.

5-10.22 Each plan shall have only one premium calculation method, whether it be a predetermined amount or an invariable percentage of salary.

5-10.23 Any change in premiums resulting from a modification to the plan may only take effect on January 1 following a written notice to the board sent at least sixty (60) days in advance.

5-10.24 The benefit of exemption from a plan must be the same for all plans as regards its starting date and it must be total. Moreover, it cannot begin prior to the first complete pay period following the fifty-second (52nd) consecutive week of total disability.

5-10.25 There can be no more than one update campaign per two (2) years for all plans; this campaign shall be carried out by the insurer directly with the participants in a manner to be determined and the modifications shall come into force on January 1 following a written notice sent to the board at least sixty (60) days in advance.

5-10.26 Dividends or rebates to be paid, as a result of favourable experience with the plans, shall constitute funds entrusted to the management of the Insurance Committee of the Centrale. Fees, salaries, expenses or disbursements incurred for the implementation and application of the plans shall constitute liens on these funds.

The balance of funds shall be used by the committee to meet the increases in the rates of premiums, to improve existing plans, or to be repaid directly to the participants by the insurer according to the formula determined by the committee or to grant

5-10.26
(cont'd)

a waiver of premiums. In this latter case, the waiver must be for at least four (4) months and it must either take effect as of January 1 or end on December 31. The waiver must be preceded by a notice of at least sixty (60) days to the board.

For the purposes of this clause, the basic plan must be handled separately from the complementary plans.

5-10.27

The Insurance Committee of the Centrale shall provide the Ministère and the Fédération with a copy of the schedule of conditions, the group policy and a detailed statement of the operations carried out under the policy as well as a statement of the payments received as dividends or rebates and how they were used.

The committee shall also provide, at a reasonable cost, any and all additional useful and relevant statements or statistics which may be requested by the Fédération or the Ministère concerning the basic health insurance plan.

D) INTERVENTION OF THE BOARD

5-10.28

The board shall facilitate the implementation and application of the plans, in particular by:

- informing new teachers;
- registering new teachers;
- forwarding to the insurer the application forms and the pertinent information required by the insurer to maintain the participant's file up-to-date;
- forwarding the deducted premiums to the insurer;
- providing teachers with the forms required for participation in the plan, claims and benefits or other forms supplied by the insurer;
- transmitting information normally required of the employer by the insurer for settling certain compensations;
- forwarding to the insurer the names of teachers who have indicated to the board that they intend to retire.

5-10.29

The Ministère, the Fédération on the one hand and the Centrale on the other hand agree to set up a committee to assess the administrative problems raised by the application of insurance plans. Moreover, any modification concerning the administration of the plans must be the subject of an agreement by the committee before it comes into effect. If such modification obliges the board to hire supernumerary personnel or requires overtime, the costs shall be assumed by the union (Appendix X).

SECTION III STANDARD LIFE INSURANCE PLANS

5-10.30

The full-time teacher shall benefit, without contribution on his part, from an amount of life insurance equal to six thousand four hundred dollars (\$6,400).

This amount shall be three thousand two hundred dollars (\$3,200) for the teacher referred to in sub-paragraph 2 of paragraph A) as well as in paragraph B) of clause 5-10.01.

SECTION IV SALARY INSURANCE PLAN

5-10.31

A) Subject to the provisions of this article and subject to clauses 5-10.48 to 5-10.68, every teacher shall be entitled, for every period of disability during which he is absent from work, to:

- 1) up to the lesser of the number of sick-leave days accumulated to his credit or of five (5) working days: the payment of a benefit equal to the salary he would have received had he been at work;
- 2) upon termination of the payment of the benefit provided for in subparagraph 1), if applicable, but in no event before the expiry of a waiting period of five (5) working days from the beginning of the period of disability and for a period of up to fifty-two (52) weeks from the beginning of the period of disability: to the payment of a benefit equal to eighty per cent (80%) of his salary;
- 3) upon the expiry of the above-mentioned period of fifty-two (52) weeks and for a further period of up to fifty-two (52) weeks: to the payment of a benefit equal to sixty-six and two-thirds per cent ($66 \frac{2}{3}\%$) of his salary.

5-10.31 A) For purposes of computing the benefits, the teacher's salary (cont'd) shall be the salary he would earn if he were in service, subject to clause 6-4.02, including, where applicable, premiums for regional disparities. The salary shall also include the annual supplements as long as the board has not appointed a replacement to carry out the duties. For other than full-time teachers, the amount of the benefits shall be reduced in proportion to the work load they assume in relation to the work load of a fulltime teacher.

B) During a disability period, on the written recommendation of the attending physician, the board and the regular teacher who has been absent for at least twelve (12) weeks may agree to a return to work on a gradual basis. The period of disability already begun shall continue during the period of gradual return to work but the period during which some or all of the benefits are payable shall not exceed one hundred and four (104) weeks. In this case:

- 1) the medical certificate must stipulate that the period of gradual return to work must be immediately followed by the teacher's return to work on a full-time basis;
- 2) the board and the teacher accompanied by his union delegate or representative, if he so desires, shall establish the period during which the teacher will return to work on a gradual basis, which shall not exceed twelve (12) weeks and shall determine the time during which the teacher must work;
- 3) while at work, the teacher must be able to perform all of his duties according to the proportion agreed to.

During the period of gradual return to work, the teacher shall be entitled, on the one hand, to his salary for the proportion of the teaching load which he assumes compared to the full-time teacher's teaching load and, on the other hand, to the benefit which is due for the part of the teaching load he does not assume.

Upon the termination of the period initially set for the gradual return, if the teacher is unable to return to work on a full-time basis, the board and the teacher may agree on another period of gradual return while respecting the other conditions provided for in this paragraph.

5-10.31 B) The teacher's salary for the purposes of calculating the benefit shall be the salary rate he would receive if he were in service, subject to clause 6-4.02 including, where applicable, premiums for regional disparities. The salary includes also the annual supplements as long as the school board has not appointed a replacement for the tenured teacher.

5-10.32 As long as benefits remain payable, including the waiting period, if any, the disabled teacher shall continue to participate in the Government and Public Employees Retirement Plan (RREGOP), the Teachers Pension Plan (RRE), and to avail himself of the insurance plans. However, he must pay the required contributions, except that, upon termination of the payment of the benefit provided for in subparagraph 1) of paragraph A) of clause 5-10.31, he shall benefit from a waiver of his contributions to his pension plan (RREGOP, RRE) without losing his rights. Provisions relating to the waiver of contributions shall form an integral part of the pension plan provisions and the resulting cost shall be shared in the same manner as that of any other benefit.

The board may not cancel or fail to renew the contract of the teacher for the sole reason of his physical or mental impairment as long as the latter can receive salary insurance or work accident benefits as a result of the application of clauses 5-10.31 or 5-10.48 to 5-10.68 and then of clause 5-10.44. However, the fact that a teacher does not avail himself of clause 5-10.44 cannot prevent the board from cancelling or not renewing the contract of the said teacher.

- 5-10.33**
- A) The benefits paid by virtue of clause 5-10.31 are reduced by the initial amount of all disability benefits paid to a teacher by virtue of a provincial or federal law, except those paid under the Unemployment Insurance Act, regardless of subsequent increases in basic benefits arising from indexation.
 - B) When a disability benefit is paid by the Régie de l'assurance automobile du Québec (RAAQ), the teacher's gross taxable income shall be established as follows: the board shall deduct the equivalent of all amounts required by law from the basic salary insurance benefit; the net benefit thus obtained shall be reduced by the amount of benefit received from the RAAQ and the difference is brought to the teacher's gross taxable income from which the board shall deduct all the amounts, contributions and dues required by law and the agreement (Appendix XI).

5-10.33
(cont'd)

- C) The board shall deduct one tenth (1/10) of a day from the bank of sick-leave days per day used by virtue of subparagraph 1) of paragraph A) of clause 5-10.31 in the case of the teacher who receives benefits from the Régie de l'assurance-automobile du Québec.
- D) No later than the sixty-first (61st) day from the beginning of a disability, the teacher who is presumed to be entitled to a disability benefit under a provincial or federal law, with the exception of the Unemployment Insurance Act (except for the Teachers Pension Plan (RRE)), must, upon written request by the board, accompanied by the appropriate forms, request such a benefit and respect all the obligations which may follow from such a request. However, the reduction of the benefit provided for in clause 5-10.31 is made only from the moment when the teacher is recognized as eligible and effectively begins to receive the benefit provided for under the law. In the case where a benefit provided for under a law is granted retroactively to the first day of the disability, the teacher shall undertake to reimburse the board, as the case may be, for the portion of the benefit provided for under clause 5-10.31 as a result of the application of the first paragraph of the present clause.
- E) Every teacher receives a disability benefit paid by virtue of a provincial or federal law, with the exception of the Unemployment Insurance Act, must, in order to be entitled to his salary insurance benefits by virtue of clause 5-10.31, notify the board of the amount of the weekly disability benefit that is paid to him. Furthermore, he must give his written authorization to the board so that the latter may obtain all the necessary information from the organizations, in particular the RAAQ or the RRQ, which administer a salary insurance plan from which he receives benefits.

5-10.34

Benefits payable to the teacher who receives his annual salary on a ten (10) month basis shall be adjusted to take into account this method of remuneration, namely:

- the amount of benefit shall be based on the portion of salary paid for the period of disability;
- the amount of benefit shall be nil in July and August but the weeks falling within these two months shall be included in the period during which benefits are payable.
- the teacher shall receive his benefits as stipulated in clause 6-8.01.

- 5-10.34 (cont'd)** However, if the number of working days included in the period(s) of disability in a single school year for which subparagraph 2 of paragraph A) of clause 5-10.31 applies, is equal to or less than ninety-five (95) working days, the board must calculate for such teacher, no later than the last day of the work year, an amount equal to twenty (20) percent of the 3/2600 of annual salary applicable under clause 5-10.31 per working day for which benefits resulting from the application of subparagraph 2 of paragraph A) of the said clause 5-10.31.
- If the number of working days is more than ninety-five (95) days of benefits, the maximum amount of benefits to be paid shall be based on ninety-five (95) days of benefits, that is 2,19 per cent of the said annual applicable salary.
- 5-10.35** The payment of this benefit shall terminate at the latest on the date the teacher begins his retirement.
- 5-10.36** No benefit shall be paid during a strike or lockout except for a period of disability that began before and for which the teacher has provided the board with a medical certificate. If the disability began during a strike or lockout and still exists at the end of the strike or lockout, the period of disability provided for in clause 5-10.31 shall begin on the date of the teacher's return to work.
- 5-10.37** Benefits payable as sick-leave days or under the salary insurance plan shall be made directly by the board, subject, however, to the teacher providing the supporting documents as required in clause 5-10.38.
- 5-10.38** At any time, the authority designated by the board may require that the teacher who is absent because of disability provide a medical certificate attesting to the nature and duration of the disability. However, the cost of such a certificate shall be borne by the board if the teacher is absent for less than four (4) days. The authority designated by the board may also require an examination of the teacher concerned in connection with any absence. The cost of the examination as well as the teacher's transportation costs when the examination requires him to travel more than forty-five (45) kilometres from his place of work shall be borne by the board.

5-10.38
(cont'd)

Upon the teacher's return to work, the authority designated by the board may require him to submit to a medical examination in order to establish whether he is sufficiently recovered to resume his work. The cost of the examination as well as the teacher's transportation costs when the examination requires him to travel more than forty-five (45) kilometres from the school where he teaches shall be borne by the board. If the teacher's physician and the board's physician disagree, the board and the union shall choose a third physician, whose decision cannot be appealed.

The board and its designated authority must treat the medical certificates and medical examination results in a confidential manner.

5-10.39

When payment of benefits is refused by reason of presumed non-existence or termination of any disability, the professional may appeal the decision according to the procedure for settling grievances.

SECTION V SICK-LEAVE DAYS

5-10.40

A) As of the first day of work, starting with the 1986-87 school year, where applicable, the board shall credit each full-time teacher in its employ who is covered by this article with six (6) sick-leave days. The days thus granted shall be noncumulative but, when not used during the year, shall be redeemable on June 30 of each year by virtue of this article, at the rate of 1/200 of the salary applicable on that date per day not used, the proportion of 1/200 of the salary applying to the fraction of a day not used.

However, the teacher benefitting from a leave of absence without salary, a leave of absence with salary for educational purposes, a pre-retirement leave, or the benefits provided for in subparagraph 3) of paragraph A) of clause 5-10.31 shall be credited for a fraction of the six (6) days of sick leave equal to the fraction of time he is in service.

However, if the teacher continues to receive the benefits provided for in subparagraph 2) of paragraph A) of clause 5-10.31 on the first day of the work year, he shall, where applicable, be credited for a fraction of the six (6) days of sick leave insofar as he resumes his employment with the board.

**5-10.40
(cont'd)**

- B) In addition, in the case of a first year of service of a teacher who is not relocated within the framework of security of employment, the board shall add a credit of six (6) non-redeemable sick-leave days.

If a teacher was engaged in the course of a year and was granted fewer than six (6) non-redeemable sick-leave days, he shall be entitled, on the first day of the following work year, if he remains in the service of the same board, to the difference between (6) days and the number of non-redeemable sick-leave days granted to him on the actual date of his engagement.

- C) The teacher who has thirteen (13) or fewer days of sick leave accumulated to his credit on June 1 may, by a written notice to the board prior to that date, choose not to redeem on the last day of the work year the balance of the six (6) days granted by virtue of paragraph A) of this clause and not used by virtue of this article. The teacher, having made this choice, shall add on the last day of the work year the balance of these six (6) days, which are now non-redeemable, to the sick-leave days already accumulated.

5-10.41

If a teacher becomes covered by this article in the course of a school year or if he leaves his position during the year, the number of days credited for the year in question shall be reduced in proportion to the number of complete months of service, it being specified that "complete month of service" means a month of service during which the teacher is in service for half or more of the working days contained in that month.

Nevertheless, if a teacher has used, in accordance with this agreement, some or all of the sick-leave days that the board credited to him on the first day of the work year, no claim will be made for the days thus used, by applying this clause.

5-10.42

In the case of a part-time teacher, the number of days credited shall be calculated in proportion to his teaching load in relation to the teaching load of a full-time teacher.

In the case of a teacher-by-the-lesson, the number of days credited shall be calculated in proportion to his number of teaching hours in relation to the teaching load of a full-time teacher.

- 5-10.43
- A) The teacher receiving, on the date of the coming into force of this agreement, benefits by virtue of paragraph b) and c) of clause 5-10.31 of the 1983-1985 agreement shall continue to be governed by these provisions and by clause 5-10.34 of the 1983-85 agreement for the duration of the disability period already begun. It being understood that the salary rate used to calculate his benefits shall be that which was applicable to him by virtue of this agreement.
 - B) The effective date of the beginning of a period of disability shall not be modified by the coming into force of a new plan.
 - C) The disabled teacher who is not entitled to any benefit on the date of the coming into force of the agreement shall be covered by the new plan as of his return to work when he begins a new period of disability.
 - D) Notwithstanding the foregoing, the disabled teacher, on the date of the coming into force of the agreement, may benefit from the provisions concerning the gradual return provided for in paragraph B) of clause 5-10.31.

- 5-10.44
- A) The teacher who benefitted from redeemable sick-leave days, by virtue of clause 5-10.01 b) of the 1968-71 agreement shall retain his right to be reimbursed for the value of the redeemable days accumulated up to December 31, 1973 in conformity with the provisions of the previously applicable collective agreements, it being stipulated that even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service both before and after June 30, 1973.

This value shall be determined on the basis of the salary on June 30, 1973 and shall bear interest at the rate of five per cent (5%) compounded yearly. However, the interest resulting from this annual rate of interest shall be effective from January 1, 1974 to June 30, 1974 and, thereafter from July 1 to June 30 of each subsequent school year. These provisions shall not, however, change the value already set for the redeemable sick-leave days the value of which has been determined by virtue of clause 5-10.01 of the 1968-71 agreement.

**5-10.44
(cont'd)**

- B) The value of redeemable days to a teacher's credit may be used to pay for the cost of buying back previous years of service as provided for in the provisions relating to the pension plans (RRE, RREGOP and the Act respecting pension coverage for certain teachers).
- C) Notwithstanding clause 5-10.45, the redeemable sick-leave days to a teacher's credit on December 31, 1973 may also be used, at the rate of one (1) day per day, for purposes other than illness, when the former collective agreements provided for such use. Similarly, the redeemable sick-leave days to a teacher's credit on December 31, 1973 may also be used at the rate of one (1) day per day for purposes other than illness, namely: the leave provided for in article 5-13.00 or to extend the teacher's disability leave upon the termination of the benefits provided for in subparagraph 3) of paragraph A) of clause 5-10.31 or for a pre-retirement leave. The teacher may also use the non-redeemable sick-leave days to his credit, at the rate of one (1) day per day, to extend his disability leave upon the termination of the benefits referred to in subparagraph 3) of paragraph A) of clause 5-10.31 and also to extend the leave provided for in article 5-13.00 provided he has already used up his redeemable sick-leave days (except those provided for in paragraph A) of clause 5-10.40).
- D) The redeemable sick-leave days to the credit of a teacher on December 31, 1973 shall be considered as having been used at that date, when used by virtue of this clause or any other clause of this article 5-10.00.

5-10.45

The teacher who, through the application of clause 5-10.52 of the document attached to the Order-in-Council #3811-72, chose not to use his redeemable days, shall be considered as retaining this choice. However, the teacher may modify his choice by so advising the board in writing.

5-10.46

The sick-leave days to a teacher's credit on July 1, 1986, shall remain to his credit and the days used shall be deducted from the total accumulated. The sick-leave days shall be used in the following order:

- 1) the redeemable days credited either by virtue of clause 5-10.40 of this entente.

5-10.46
(cont'd)

- 2) after having used up the days mentioned in paragraph 1), the other redeemable days to the teacher's credit;
- 3) after having used up the days mentioned in 1) and 2), the non-redeemable days to the teacher's credit.

5-10.47

- A) This clause shall only apply to the teacher who, on the date of the coming into force of this entente, participated in the survivor's pension plan payable in the case of death prior to retirement as provided for in clause 5-11.06 of the document annexed to Order-in-Council #3811-72 and in the disability pension plan as provided for in clause 5-11.07 of the said document.
- B) This teacher may continue to participate in the said plans under the conditions provided therein in which case his contribution to these plans shall equal 0,6% of his salary. The right to benefits under the disability pension plan shall be acquired as of the termination of benefits payable by virtue of the salary insurance plan provided for in this article.
- C) This teacher may, upon written notification to the board within sixty (60) days of the coming into force of this entente, choose to cease to participate in the disability pension plan and the survivor's pension plan payable in case of death, in which case clause 5-10.30 shall apply to such teacher.
- D) Clause 5-10.30 shall not apply to the teacher who chose to continue to participate in these plans.

SECTION VI WORK ACCIDENTS AND OCCUPATIONAL DISEASES

5-10.48

The provisions of this section shall apply to the teacher who suffers a work accident or who contracts an occupational disease covered by the Act respecting industrial accidents and occupational diseases (R.S.Q., Chapter A-3.001).

The teacher who suffered a work accident before August 19, 1985 and who is still absent for this reason, shall remain covered by the Workmen's Compensation Act (R.S.Q., Chapter A-3) as well as by clauses 5-10.48 to 5-10.53 of the 1983-1985 agreement; moreover, clauses 5-10.61 to 5-10.67 of this article shall apply to the teacher.

5-10.49 The provisions provided for in this section corresponding to specific provisions of the Act respecting industrial accidents and occupational diseases (R.S.Q., Chapter A-3.001) shall apply insofar as these provisions of the Act apply to the board.

5-10.50 For the purposes of this section, the following terms and expressions mean:

- a) **work accident:** a sudden and unforeseen event, attributable to any cause, which happens to a teacher, arising out of or in the course of his work and resulting in an employment injury to him;
- b) **consolidation:** the healing or stabilization of an employment injury following which no improvement of the state of health of the injured teacher is foreseeable;
- c) **suitable employment:** appropriate employment that allows a teacher who has suffered an employment injury to use his remaining ability to work and his vocational qualifications, that he has a reasonable chance of obtaining, and the working conditions of which do not endanger the health, safety or physical well-being of the teacher, considering his injury;
- d) **equivalent employment:** employment of a similar nature to the employment held by the teacher when he suffered the employment injury, from the standpoint of vocational qualifications required, wages, fringe benefits, duration and working conditions;
- e) **health establishment:** a public establishment within the meaning of the Act respecting health services and social services (R.S.Q., Chapter S-5);
- f) **employment injury:** an injury or a disease arising out of or in the course of a work accident, or an occupational disease, including recurrence, relapse or aggravation.

An injury or a disease which is solely due to gross and voluntary negligence on the part of the teacher who suffers or contracts such injury or disease shall not be an employment injury unless it results in the teacher's death or it permanently and severely affects his physical or mental well-being;

- 5-10.50 (cont'd)
- g) occupational disease: a disease arising out of or in the course of his work and characteristic of that work or directly related to the risks peculiar to that work;
 - h) health professional: a professional in the field of health within the meaning of the Health Insurance Act (R.S.Q., Chapter A-29).

5-10.51 The teacher must ~~inform~~ the board of the details concerning the work accident or employment injury before leaving the establishment where he works, if he is able to do so, if not, as soon as possible. Moreover, he shall provide a medical certificate to the board in conformity with the Act, if the employment injury which he suffers renders him unable to perform his duties after the day on which it manifested itself.

5-10.52 The board shall inform the union of every work accident or occupational disease which a teacher has suffered or contracted as soon as it is brought to its attention.

5-10.53 The teacher may be accompanied by a union representative to any meeting with the board concerning an employment injury which he suffers; in this case, the union representative may temporarily interrupt his work, without loss of salary nor reimbursement, after having obtained the authorization of his immediate superior; this authorization cannot be refused without a valid reason.

- 5-10.54
- A) The board must immediately give first aid to a teacher who has suffered an employment injury and, if need be, provide transportation to a health establishment, a health professional or to the teacher's residence as required by his condition.
 - B) The cost of transportation of the teacher shall be assumed by the board, which shall reimburse it, if such is the case, to the person who incurred it.
 - C) The teacher shall choose the health establishment, if possible. If the teacher is unable to express his choice, he must accept the health establishment chosen by the board.
 - D) The teacher shall be entitled to receive care from the health professional of his choice.

- 5-10.55** Notwithstanding clause 5-10.38, the board may require that a teacher who has suffered an employment injury undergo an examination by a health professional that it designates, in accordance with the Act.
- 5-10.56** The teacher who suffers an employment injury entitling him to an income replacement indemnity shall remain covered by the life insurance plan provided for in clause 5-10.30 and by the health insurance plan provided for in clause 5-10.09.
- This teacher shall benefit, without losing any rights, from the waiver of his contributions to the pension plan (RRE, RREGOP, RRF). The provisions concerning the waiver of such contributions shall form an integral part of the provisions of the pension plans and the resulting costs shall be shared as is the case with any other benefit.
- The waiver shall no longer apply as of the consolidation of the employment injury or the teacher is assigned temporarily as provided for in clause 5-10.62.
- 5-10.57** In the case where the date of consolidation of the employment injury is prior to the one hundred and fourth (104th) week following the date of the beginning of the continuous period of absence due to an employment injury, the salary insurance plan provided for in clause 5-10.31 shall apply, subject to the second paragraph of this clause if the teacher is still disabled within the meaning of clause 5-10.03 and, in this case, the date of the beginning of such absence shall be considered as the date of the beginning of the disability for purposes of applying the salary insurance plan, in particular, clauses 5-10.31 and 5-10.44.
- 5-10.58** The teacher's bank of sick-leave days shall not be reduced for those days for which the Commission de la santé et de la sécurité du travail has paid an income replacement indemnity until the date of consolidation of the employment injury as well as for all absences provided for in clause 5-10.68.
- 5-10.59** For as long as a teacher is entitled to the income replacement indemnity, under the Act respecting industrial accidents and occupational diseases (R.S.Q., Chapter A-3.001) but no later than the date of consolidation of the employment injury he has suffered, he shall be entitled to his salary as if he were at work

**5-10.59
(cont'd)**

subject to the following provisions. His taxable gross salary shall be determined in the following manner: the school board shall deduct the equivalent of all amounts required by the Act and the agreement, if need be; the net salary thus obtained shall be reduced by the income replacement indemnity and the difference shall be brought to a gross taxable salary on the basis of which the board shall deduct all amounts, contributions and benefits required by the Act and the agreement (Appendix XI).

For the purposes of this clause, the salary to which the teacher is entitled shall include, where applicable, premiums for regional disparities as well as the annual supplements in the event the board has not appointed a replacement for the tenured teacher.

5-10.60

Subject to clause 5-10.59, the Commission de la santé et de la sécurité du travail shall reimburse the board the amount corresponding to the income replacement established by the Commission de la santé et de la sécurité du travail.

The teacher must sign the forms required for such reimbursement. Such a waiver shall only be valid for the period during which the board has agreed to pay the benefits.

5-10.61

A teacher who is informed by his physician of the date of consolidation of the employment injury he has suffered and of the fact that he will retain a certain degree of functional disability, or that he will retain no such disability, shall pass on the information to the board.

5-10.62

The board may temporarily assign work to a teacher, while awaiting the teacher to again become able to resume his position or a suitable or equivalent position, even if his employment injury has not consolidated.

5-10.63

Once his employment injury has consolidated, the teacher shall resume his position subject to the provisions pertaining to the movement of personnel. If the position has been abolished, the teacher shall be entitled to the benefits he would have had had he been at work.

5-10.64 A teacher who, although unable to resume his duties because of an employment injury but who may be able to use his remaining ability and his qualifications to work, shall be entitled to hold, in accordance with clause 5-10.65, an equivalent position or a suitable available position that the board intends to fill, provided that he is able to do so.

5-10.65 The exercise of the right mentioned in clause 5-10.64 shall be subject to the terms and conditions which follow:

a) if it involves a regular teaching position:

when applying clause 5-3.20 this teacher shall be considered as a teacher assigned to Field 38 except if he is a teacher on availability. However, the board and the union can, through an ad hoc agreement, agree to a movement of personnel particularly relevant to this teacher.

b) if it involves another employment:

- the teacher shall submit his application in writing;

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

- the applicable collective agreement so permits;

c) the right of the teacher can only be exercised during the two (2) years immediately following the beginning of his absence or in the year following the date of consolidation according to whichever date is later.

5-10.66 The teacher who obtains a position referred to in clause 5-10.64 shall benefit from an adaption period of thirty (30) working days; at the end of this period, this teacher cannot keep the position if the board deems he is unable to perform his duties adequately. In such a case, the teacher shall be considered as not having exercised the right provided for in clause 5-10.64 and this clause can be applied to him again.

5-10.67 Notwithstanding any provision to the contrary, the teacher who obtains a position referred to in clause 5-10.64 shall receive the salary related to his new position.

5-10.68 Once the teacher who has suffered an employment injury returns to work, the board shall pay him his salary, including the premiums for regional disparities to which he is entitled, where applicable, for each day or part of day during which he must be absent from work to receive treatment or undergo medical examinations related to the employment injury or to carry out an activity within the framework of his personal rehabilitation program.

5-11.00 REGULATIONS REGARDING ABSENCES

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

5-12.00 CIVIL RESPONSIBILITY

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

5-13.00 PARENTAL RIGHTS

SECTION I GENERAL PROVISIONS

5-13.01 Unless there are specific provisions to the contrary, this article cannot result in granting a teacher a benefit, monetary or not, which he would not have had if he had remained at work.

5-13.02 The maternity leave allowances provided for in Section II shall only be paid as supplements to the unemployment insurance benefits or, in the cases stipulated hereinafter, as payments during a period of unemployment caused by a pregnancy for which unemployment insurance does not provide anything.

5-13.03 If the granting of a leave is restricted to only one spouse, such restriction shall apply so long as the other spouse is also an employee of the public and parapublic sectors.

5-13.04 The board shall not reimburse the teacher for the amounts that Employment and Immigration Canada (EIC) could require her to repay under the Unemployment Insurance Act, when the teacher's salary exceeds the maximum insurable by one and a half ($1\frac{1}{2}$) times.

SECTION II MATERNITY LEAVE

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

The teacher who becomes pregnant while she is benefitting from a leave without salary or a part-time leave without salary provided for in this article shall also be entitled to such maternity leave and to the allowances provided for in clauses 5-13.09 and 5-13.10, as the case may be.

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

5-13.06 The distribution of the maternity leave, before and after the birth, shall be at the teacher's discretion and shall include the day of the birth.

5-13.07 A teacher who has sufficiently recovered from delivery but whose child must remain in the health establishment may interrupt her maternity leave by returning to work.

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

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

5-13.08 To obtain the maternity leave, the teacher must give written notice to the board at least two (2) weeks before the date of departure. Such notice must be accompanied by a medical certificate attesting to the pregnancy and the due date.

5-13.08
(cont'd)

The time limit regarding the presentation of the notice may be less if a medical certificate attests that the teacher must leave her job sooner than expected. In case of an unforeseen event, the teacher shall be exempted from the formality of the notice provided that she give the board a medical certificate stating that she had to leave her job immediately.

5-13.09 Cases Eligible for Unemployment Insurance

A) The teacher who has accumulated twenty (20) weeks of service⁽¹⁾ before the beginning of her maternity leave and who, following the submission of the request for unemployment insurance benefits in accordance with the unemployment insurance plan, is declared to be eligible for such benefits, shall be entitled, during her maternity leave, subject to clause 5-13.12, to receive:

- 1) for each week of the waiting period stipulated by the unemployment insurance plan, the board shall pay the teacher an allowance calculated as follows:

the payment of salary⁽²⁾ provided for this period according to clause 6-8.01 that the teacher would have received had she been at work, reduced by 7%⁽³⁾ of 1/200 of the annual salary for each workday as defined in article 8-4.00, scheduled during these weeks;

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- (1) The absent teacher shall accumulate service if her absence is authorized, particularly for disability, and includes benefits or remuneration.
 - (2) In this article, "salary" means the teacher's regular salary including the supplements provided for in article 6-6.00 and the premiums provided for in subparagraphs 1) and 2) of paragraph C) of article 8 of Appendix V excluding the other premiums, without any additional remuneration even the monetary compensations provided for in Chapter 8-0.00.
 - (3) 7%: this percentage was set to take into account the fact that the teacher in this situation is exempted from contributing to the pension or unemployment insurance plans during a maternity leave. Such contribution on an average is equal to 7% of her salary.

5-13.09 A)
(cont'd)

- 2) for each week she is receiving or could receive unemployment insurance benefits, the board shall pay the teacher a complementary allowance calculated as follows:

the payment of salary provided for each period according to clause 6-8.01 that the teacher would have received had she been at work, reduced by the amount of the unemployment insurance benefit received or that she could receive for each period, and also reduced by 7%(1) of 1/200 of the annual salary for each workday as defined in article 8-4.00, scheduled during these weeks. This complementary allowance shall be calculated on the basis of the unemployment insurance benefits that a teacher is entitled to receive without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other amounts recoverable under the unemployment insurance plan.

However, in the case of the teacher who works for more than one employer, she shall receive an additional allowance which shall be equal to the difference between ninety-three per cent (93%) of the basic salary paid by the board and the percentage of the unemployment insurance benefits corresponding to the proportion of basic weekly salary it pays her in relation to the total basic weekly salaries paid by all the employers. To this end, the teacher shall provide each of her employers with a statement of the weekly salaries paid by each of them and the amount of the benefits paid by EIC.

Moreover, if EIC reduces the number of weeks of unemployment insurance benefits to which the teacher would otherwise have been entitled if she had not availed herself of the unemployment insurance benefits before her maternity leave, the teacher shall continue to receive, for a period equivalent to the weeks deducted by EIC, the complementary allowance provided for in this subparagraph as if she had, during this period, received the unemployment insurance benefits.

(1) 7%: this percentage was set to take into account the fact that the teacher in this situation is exempted from contributing to the pension or unemployment insurance plans during a maternity leave. Such contribution on an average is equal to 7% of her salary.

- 5-13.09 A) 3) during the weeks that follow those described in subparagraph 2), the board shall pay the teacher, up to the end of the twentieth (20th) week of the maternity leave, an allowance calculated as follows:

the payment of salary provided for each period according to clause 6-8.01 that the teacher would have received had she been at work, reduced by 7% of 1/200 of the annual salary for each workday as defined in article 8-4.00, scheduled during these weeks.

- B) When the teacher resumes the maternity leave interrupted by virtue of clause 5-13.07, the board shall pay the teacher the allowance to which she would have been entitled had she not availed herself of such interruption.
- C) The board may not offset the reduction in the unemployment insurance benefits attributable to the salary earned from another employer by the allowance that it pays to the teacher on maternity leave.

Notwithstanding the provisions of the preceding paragraph, the board shall pay this compensation if the teacher proves that the salary earned from another employer constitutes usual salary by means of a letter to this effect from the employer who pays this usual salary. If the teacher proves that only a portion of this salary is usual, the compensation shall be limited to this portion.

The employer who pays the usual salary as mentioned in the preceding paragraph must, at the teacher's request, produce such a letter.

The total amounts received by the teacher during her maternity leave, in unemployment insurance benefits, allowances and salary may not however exceed 93% of the basic salary paid by her employer or, where applicable, by her employers (including her board).

5-13.10 Cases not Eligible for Unemployment Insurance

Any teacher who is excluded from unemployment insurance benefits or who is declared ineligible shall also be excluded from any other allowance. However:

5-13.10
(cont'd)

A) Full-time Teacher

The full-time teacher who has accumulated twenty (20) weeks of service before the beginning of her maternity leave shall also be entitled, for ten (10) weeks, to an allowance calculated as follows:

the payment of salary provided for each period according to clause 6-8.01 that the teacher would have received had she been at work, reduced by 7% of 1/200 of the annual salary for each workday as defined in article 8-4.00, scheduled during these weeks provided that she not be eligible for unemployment insurance benefits for the following reason:

- she did not hold an insurable job for at least twenty (20) weeks during the period of reference stipulated in the unemployment insurance plan.

B) Part-time Teacher

The part-time teacher who has accumulated twenty (20) weeks of service before the beginning of her maternity leave shall be entitled, for ten (10) weeks, to an allowance calculated as follows:

the payment of salary provided for each period according to clause 6-8.01 that the teacher would have received had she been at work, reduced by 5%(1) of 1/200 of the annual salary prorated for each workday, as defined in article 8-4.00, scheduled during these weeks and for which she should have been at work provided that she not be eligible for unemployment insurance benefits for one of the following two (2) reasons:

- 1) she did not contribute to the unemployment insurance plan;

or

- 2) she did contribute but did not hold an insurable job for at least twenty (20) weeks during her period of reference.

(1) Read 7% if the part-time teacher is exempted from paying her share of the premiums to the pension and unemployment insurance plans.

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

- A) No allowance may be paid during the vacation period for which the teacher is paid.
- B) The allowance due for the first two (2) weeks shall be paid by the board in the (2) weeks following the beginning of the leave; the allowance due after this date shall be paid at two (2) week intervals. In the case of the teacher who is eligible for unemployment insurance benefits, the first installment need only be paid fifteen (15) days after the board receives proof that she is receiving unemployment insurance benefits. For purposes of this paragraph, a statement of benefits, a stub or information provided by the EIC to the board by means of a computerized statement shall be considered as proof.
- C) Service shall be calculated with all the employers in the public and parapublic sectors (Civil Service, Education and Health and Social Services) including the following:

- The commission des droits de la personne
- The Commissions de formation professionnelle de la Main-d'oeuvre
- The Commission des services juridiques
- The Conseils de la santé et des services sociaux
- The Corporations d'aide juridique
- The Office de la construction du Québec
- The Office franco-québécois pour la jeunesse
- The Régie des installations olympiques
- The Société des loteries et courses du Québec
- The Société des traversiers du Québec
- The Société immobilière du Québec;
- The Musée du Québec;
- The Musée de la Civilisation;
- The Musée d'Art contemporain;
- The Société des établissements de plein air du Québec;
- The Société de gestion du réseau informatique des commissions scolaires;
- and any other agency referred to in Appendix C of Chapter 12 of the Statutes of 1985.

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

- D) The basic salary of the part-time teacher shall be established by virtue of clause 6-7.01.

5-13.12

The maternity leave allocation⁽¹⁾ paid by the Centres de main-d'oeuvre du Québec shall be deducted from the allowances to be paid under clause 5-13.09. In the case where the provisions of the third paragraph of subparagraph 2) of paragraph A) of clause 5-13.09 shall apply, the subtraction shall be made by taking into account the terms and conditions concerning the distribution of the amount to be subtracted set forth therein.

5-13.13

During this maternity leave and the extensions provided for in clause 5-13.14, the teacher, insofar as she is normally entitled to it, shall benefit from the following:

- life insurance plan;
- health insurance plan, provided she pay her share;
- accumulation of sick-leave days;
- accumulation of seniority;
- accumulation of experience;
- accumulation of continuous service for employment security purposes;
- accumulation of service for probation purposes;
- right to apply for a position which has been posted and to obtain it in accordance with the provisions of the agreement as if she were at work.

The teacher may defer a maximum of four (4) weeks' annual vacation if it falls within her maternity leave and if she notifies the board in writing of the date of such deferral no later than two (2) weeks before the termination of the said maternity leave. Unless there is an agreement to the contrary with the board, the maximum period of four (4) weeks shall immediately follow the maternity leave. The provisions of this clause shall apply during these four (4) weeks of deferred vacation. If the Christmas holidays fall during this four (4) week period, such holidays shall not be included within this four (4) week period.

However, when the teacher on maternity leave receives unemployment insurance benefits for one (1) or more weeks included in her annual vacation period, an amount equal to that which she has thus received shall be deducted (if not already done) in equal parts from the salary payments foreseen for the period of deferred vacation.

(1) It is the allocation currently set at \$240.00.

5-13.14 If the birth occurs after the due date, the teacher shall be entitled to extend her maternity leave for the length of time the birth is overdue, except if she still has at least two (2) weeks of maternity leave left after the birth.

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

During these extensions, the teacher shall not receive any allowance or salary, subject to the use of sick-leave days as provided for in paragraph C) of clause 5-10.44.

5-13.15 The maternity leave may last for less than twenty (20) weeks. If the teacher returns to work within the two (2) weeks following the birth, she must, at the board's request, produce a medical certificate confirming that she is sufficiently recovered to resume work.

5-13.16 During the fourth (4th) week preceding the termination of the maternity leave, the board must send the teacher a notice indicating the anticipated date of the termination of the said leave.

The teacher to whom the board has sent such a notice must report to work upon the termination of the maternity leave unless such leave is extended as provided for in clause 5-13.31.

The teacher who does not comply with the preceding paragraph shall be considered as being on a leave of absence without salary for a maximum period of four (4) weeks. At the end of this period, the teacher who has not reported back to work shall be considered as having resigned.

5-13.17 When she returns from her maternity leave, the teacher shall return to her position. If the position has been abolished, the teacher shall be entitled to the benefits she would have received had she been at work at that time.

SECTION III SPECIAL LEAVES FOR PREGNANCY AND FOR BREASTFEEDING

5-13.18 **Provisional Assignment and Special Leave**

A) The teacher may request to be provisionally assigned to another position, vacant or temporarily vacant, with the

5-13.18 A)
(cont'd)

same job title or, if she agrees and subject to the provisions of the applicable collective agreements, another job title, in the following cases:

- 1) she is pregnant and her working conditions expose her or her unborn child to infectious diseases or to physical dangers;
 - 2) her working conditions involve dangers for the child whom she is breastfeeding;
 - 3) she works regularly at a cathode-ray tube terminal;
- B) The teacher must present a medical certificate to this effect as soon as possible.
- C) The teacher so assigned to another position shall retain the rights and privileges of her regular position.
- D) If the assignment is not carried out immediately, the teacher shall be entitled to a special leave to begin immediately. Unless a provisional assignment arises afterward to cancel this special leave, the special leave shall terminate, for the pregnant teacher, on the date of the birth and, for the teacher who is breastfeeding her child, at the end of the period during which the child is breastfed.
- E) During the special leave provided for in this clause, the teacher shall be governed, with regard to her allowance, by the provisions of the Act respecting occupational health and safety concerning the preventive reassignment of the employee who is pregnant or who is breastfeeding.
- F) However, following a written request to this effect, the board shall pay the teacher an advance on the allowance to be received on the basis of the anticipated payments. If the CSST pays the anticipated allowance, the reimbursement shall be deducted from that amount. If not, the reimbursement shall be made at thirty per cent (30%) of the salary payable per pay period until the amount has been repaid.
- G) In addition to the preceding provisions, at the teacher's request, the board must then study the possibility of temporarily changing the duties of the teacher assigned to a cathode-ray tube terminal so as to reduce her working time at the terminal to a maximum of two (2) hours per half-day and of assigning her to other duties which she is reasonably capable of performing for the remainder of her working time. Such a change in duties must not cause the teacher to lose any rights.

5-13.19 Other Special Leaves

The teacher shall also be entitled to a special leave in the following cases:

- a) when a complication in the pregnancy or a risk of miscarriage requires a work stoppage for a period prescribed by a medical certificate; such special leave cannot be extended beyond the beginning of the eighth (8th) week preceding the due date at which time the maternity leave shall begin;
- b) upon presentation of a medical certificate prescribing the duration, when a natural or induced miscarriage occurs before the beginning of the twentieth (20th) week preceding the due date;
- c) for visits related to the pregnancy which are with a health professional and which are attested to by a medical certificate. As regards these visits, the teacher shall benefit from a special leave without loss of salary or premiums for regional disparities for a maximum of four (4) days which may be taken in half-days.

5-13.20 During the special leaves granted under this section, the teacher shall be entitled to the benefits provided for in clause 5-13.13, insofar as she is normally entitled to them, and in clause 5-13.17. The teacher covered by paragraphs a), b) or c) of clause 5-13.19 may avail herself of the benefits of the sick-leave plan or of the salary insurance plan. In the case of paragraph c) of clause 5-13.19, the teacher must first have used up the four (4) days provided.

SECTION IV OTHER PARENTAL LEAVES

PATERNITY LEAVES

5-13.21 The teacher whose spouse gives birth shall be entitled to a leave with salary for a maximum period of five (5) workdays. This leave may be discontinuous but must be taken between the beginning of the delivery and the fifteenth (15th) day following the mother's or the child's return home. One of the five (5) days may be used for the child's baptism or registration.

LEAVES FOR ADOPTION AND LEAVES WITHOUT SALARY WITH A VIEW TO ADOPT

5-13.22 The teacher who legally adopts a child shall be entitled to a leave of absence for a maximum period of ten (10) consecutive weeks provided his spouse not also benefit from such a leave. This leave must be taken following the child's placement order in accordance with the adoption plan or at another date agreed to with the board.

For every week the teacher shall receive an allowance equal to the salary he would have received had he been at work.

5-13.23 The teacher who legally adopts a child and who does not benefit from the ten (10) week leave for adoption shall be entitled to a leave with salary for a maximum period of two (2) workdays.

5-13.24 The teacher shall benefit, with a view to adopt a child, from a leave of absence without salary of a maximum duration of ten (10) weeks as of the date he assumes full legal responsibility for the child. If an adoption results, the teacher may convert the leave without salary into a leave with salary.

The teacher who must travel outside of Québec in order to adopt a child shall be granted, for that purpose and upon written request to the board two (2) weeks in advance where possible, a leave of absence without salary for the time necessary for such travel. If full legal responsibility for the child so results, the maximum duration of such leave of absence without salary shall be ten (10) weeks, in accordance with the preceding paragraph.

5-13.25 The leave for adoption provided for in clause 5-13.22 may take effect on the date of the beginning of the leave of absence without salary with a view to adopt, if the duration of the latter is ten (10) weeks and if the teacher so decides after the placement order.

During the leave of absence without salary with a view to adopt, the teacher shall be entitled to the same benefits as those inherent to the leave of absence without salary provided for in clause 5-13.27.

5-13.25
(cont'd)

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

5-13.26

Clauses 5-13.22 to 5-13.25 shall not apply to the teacher who adopts his spouse's child.

LEAVES OF ABSENCE WITHOUT SALARY AND PART-TIME LEAVES OF ABSENCE WITHOUT SALARY

5-13.27

Subject to clause 5-13.39, 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 leave for adoption by ten (10) weeks shall benefit from one of the four options listed hereinafter, under the conditions stipulated therein:

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

or

b) a full-time leave without salary:

1) until the end of the current school year, if he so requests;

2) for the following complete school year if the teacher benefitted from the leave provided for in the preceding subparagraph 1), if he so requests;

3) for a second complete school year if the teacher benefitted from the leave provided for in the preceding subparagraph 2), if he so requests;

or

c) a leave of absence without salary for part of a year for a maximum period of two (2) years. Unless there is an agreement to the contrary between the board and the teacher, the teacher shall, during this leave, have the choice of working or not:

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

5-13.27 c)
(cont'd)

- 2) for each complete period where the starting date coincides with the first day of work in January and the end coincides with the last day of work in June;
- 3) for the period included between the beginning of the the leave of absence without salary and the last day of work in December, if the leave without salary 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 leave without salary and the last day of work in June, if the leave without salary is taken between the first day of work in January and the last day of work in June.

A leave of absence without salary which includes four (4) periods as defined in subparagraphs 1), 2) or 3) shall be for two (2) years.

or

- d) a partial leave without salary. Unless there is an agreement to the contrary between the board and the teacher, the following terms shall apply:

- 1) The leave begins between December 31 and July 1:

- until the end of the current work year, the teacher shall either choose to work on a full-time basis or benefit from a full-time leave without salary;
- for the following complete work year, the teacher shall be entitled, during the entire year, to a leave without salary for part of the week as determined by the board:
 - i) for the secondary-level teacher and the pre-school and primary-level specialist: a fixed period of time in his timetable equal to approximately fifty per cent (50%) of the workload;
 - ii) for the preschool teacher: mornings or afternoons;
 - iii) for every other teacher: five (5) half-days per week;
- for a second complete work year, the teacher shall be entitled to a partial leave without salary under the same conditions as for the first complete work year;

5-13.27 d)
(cont'd)

- 2) the leave begins between June 30 and the first day of work of the school year;
 - for the following complete work year, the teacher shall be entitled, during the entire year, to a leave without salary for part of the week as determined by the board:
 - 1) for the secondary-level teacher and preschool and primary-level specialist: a fixed period of time in his timetable equivalent to approximately fifty per cent (50%) of the workload;
 - ii) for the preschool teacher: mornings or afternoons;
 - iii) for every other teacher: five (5) half-days per week;
 - for a second complete work year, the teacher shall be entitled to a partial leave without salary under the same conditions as for the first complete work year;
- 3) the leave begins between the first day of work of the school year and January 1:
 - until the end of the current work year, the teacher shall either choose to work on a full-time basis or to benefit from a full-time leave without salary;
 - for the following complete work year, the teacher shall be entitled, during the entire year, to a leave without salary for part of the week as determined by the board:
 - 1) for the secondary-level teacher and preschool and primary-level specialist: a fixed period of time in his timetable equivalent to approximately fifty per cent (50%) of the workload;
 - ii) for the preschool teacher: mornings or afternoons;
 - iii) for every other teacher: five (5) half-days per week;
 - for a second complete work year, the teacher shall be entitled to a full-time leave without salary.

**5-13.27
(cont'd)**

e) the leave provided for in paragraphs b), c) or d) may be changed for another leave provided for in the said paragraphs only once under the following conditions:

- the change shall be effective as of the beginning of a school year and must be requested in writing before the preceding June 1;
- it shall not extend beyond the period originally foreseen for the leave.

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

The teacher who does not use his leave of absence without salary for one of the leaves provided for in paragraphs b), c) or d) of this clause may, for that portion of the leave which his spouse does not use, benefit from a leave of absence without salary by following the formalities provided for in this article. Where applicable, the leave shall be divided over two consecutive periods.

If the teacher's spouse is not an employee of the public and parapublic sectors, the teacher may obtain, under the conditions stipulated, a leave without salary provided for in paragraphs b), c) or d) of this clause within the two (2) years which follow the birth or adoption but the end of the said leave cannot exceed a maximum two (2) year period following the birth or adoption.

5-13.28

During the leave of absence without salary, the teacher shall accumulate his seniority, retain his experience and may continue to participate in the insurance plans which are applicable to him by so requesting at the beginning of the said leave and by paying all the premiums.

During the leave of absence without salary for part of a year or the partial leave of absence without salary, the teacher shall accumulate his seniority, accumulate his experience as a part-time teacher and may continue to participate in the insurance plans which are applicable to him according to the rule provided for in subparagraph 2) of paragraph A) of clause 5-10.01, by so requesting at the beginning of the said leave and by paying all the premiums.

5-13.28 On returning to the board, the teacher shall be reinstated in his duties in accordance with the provisions of this agreement.
(cont'd)

5-13.29 If the teacher takes her deferred annual vacation period immediately after her maternity leave, the leave without salary, the leave without salary for part of a year or the partial leave without salary must immediately follow the deferred vacation period.

LEAVE FOR PARENTAL RESPONSIBILITIES

5-13.30 A leave without salary for part of a year for a maximum of one (1) year shall be granted to a teacher whose minor child experiences socio-emotional problems or whose minor child is handicapped or ill and who requires his care. The scheduling of this leave shall be made in accordance with paragraph c) of clause 5-13.27.

The teacher may obtain a partial leave without salary for a complete school year instead of availing himself of this leave. The scheduling of the leave shall be made in accordance with paragraph d) of clause 5-13.27.

Subject to the other provisions of the agreement, the teacher may be absent from work for a maximum of six (6) days per year, when he is required to look after his child for reasons of health or safety.

The days thus used shall be deducted from the teacher's annual bank of sick-leave days and, failing this, the days of absence shall be without salary.

In all cases, the teacher must provide proof justifying such an absence.

MISCELLANEOUS PROVISIONS

5-13.31 A) The leaves for adoption referred to in clause 5-13.22 and in the first paragraph of clause 5-13.24 shall be granted following a written request submitted at least two (2) weeks in advance.

**5-13.31
(cont'd)**

- B) 1) The full-time leaves provided for 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.
- 2) The leave of absence without salary referred to in paragraph c) of clause 5-13.27 shall be granted following a written request submitted at least two (2) weeks in advance and shall specify the schedule of the leave for the first year. The schedule for the second year of the leave must be specified in writing before the preceding June 1.
- 3) 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 return to work.
- 4) The leave of absence without salary provided for in paragraph d) of clause 5-13.27 shall be granted following a written request submitted at least two (2) weeks in advance.
- 5) The partial leave of absence without salary referred to in paragraph d) of clause 5-13.27 shall be granted following a written request submitted before the preceding June 1.
- C) 1) The leave for parental responsibilities provided for in the first paragraph of clause 5-13.30 shall be granted following a written request submitted at least two (2) weeks in advance.
- 2) The leave of absence for parental responsibilities provided for in the second paragraph of clause 5-13.30 shall be granted following a written request submitted before the preceding June 1.

5-13.32

During the fourth (4th) week preceding the termination of the ten (10) week leave for adoption, the board must send the teacher a notice indicating the anticipated date of the termination of the said leave.

The teacher to whom the board has sent such a notice must report to work upon the termination of his leave for adoption, unless the leave is extended as provided for in clause 5-13.31.

5-13.32 (cont'd) The teacher who does not comply with the preceding paragraph shall be considered as being on a leave of absence without salary for a maximum period of four (4) weeks. At the end of this period, the teacher who has not reported back to work shall be considered as having resigned.

5-13.33 The teacher to whom the board has sent a four (4) week notice indicating the date of the termination of the leave of absence without salary must submit a notice of his return at least two (2) weeks prior to the termination of the said leave. Failing this, he shall be considered as having resigned.

The teacher who wishes to terminate his leave of absence granted under paragraph a), b) or d) 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 leave of absence without salary for part of a year before the anticipated date must submit a written notice to this effect at least thirty (30) days prior to his return.

5-13.34 The teacher who takes the paternity leave provided for in clause 5-13.21 or the teacher who takes the leave for adoption provided for in clause 5-13.22 or clause 5-13.23 of this section shall receive the benefits stipulated in clause 5-13.13, insofar as he is normally entitled to them, and in clause 5-13.17.

5-13.35 The teacher shall be entitled to resign due to maternity without penalty for breach of contract.

The teacher who is not eligible for maternity benefits as provided for in clauses 5-13.09 and 5-13.10 shall have her salary reduced by 1/260 of her annual salary for each workday during which she is absent from work due to maternity up to a maximum of twenty (20) consecutive weeks. Such teacher shall not be entitled to four (4) weeks of deferred vacation as provided for in clause 5-13.13.

Subject to the modifications made to this entente and only where they are specifically described in a local agreement entered into in conformity with article 5 of chapter 14 of the 1978 Statutes, all superior benefits are renewed for the length of this entente.

5-13.36 Where applicable, the teacher who benefits from a premium for regional disparities by virtue of this entente shall receive such premium during her maternity leave provided for in Section II.

Notwithstanding the foregoing, the total amounts received by the teacher in unemployment insurance benefits, allowances and premiums may not exceed 95% of the amount that constitutes her basic salary and the premium for regional disparities.

Where applicable, the teacher who benefits from the leave for adoption provided for in clause 5-13.22 shall be entitled to 100% of the premium for regional disparities during his leave for adoption.

5-13.37 Any allowance or benefit referred to in this article for which payment began before a strike or lockout shall continue to be paid during such strike or lockout.

5-13.38 If it is established before an arbitrator that a teacher benefitted from a maternity leave or a leave provided for in clause 5-13.27 during her probation period and that the board terminated her engagement, the board must prove that it terminated her engagement for reasons other than her having benefitted from the maternity leave or the leave provided for in clause 5-13.27.

5-13.39 Transitory Measure

Every teacher who, on the date of the coming into force of this entente, gave the board the notice for the leave provided for in clause 5-13.05 or for the leave provided for in clause 5-13.22, or is on a maternity leave, paternity leave or leave for adoption or is on an extension of such leave may, within thirty (30) days of the coming into force of this entente, benefit from clause 5-13.27 under the conditions provided therein by submitting a written notice to this effect to the board. However, this cannot have the effect of extending the period originally established for the extension of such a leave. Failing a notice to this effect, the teacher shall continue to be governed by the provisions of clauses 5-13.27, 5-13.30 and 5-13.32 of the 1983/1985 agreement which were then applicable to the teacher.

5-14.00 SPECIAL LEAVES

5-14.01 The teacher in service shall be entitled to certain special leaves of absence without loss of salary, supplements or premiums for regional disparities. The duration and the events giving right to such leaves shall be those provided for in clause 5-14.02.

- 5-14.02**
- A) In the event of the death of his spouse⁽¹⁾ or of his child⁽²⁾ or of his spouse's child living with him: seven (7) consecutive days, workdays or not, including the day of the funeral;
 - B) in the event of the death of his father, mother, brother or sister: five (5) consecutive days, workdays or not, including the day of the funeral;
 - C) in the event of the death of his parents-in-law, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandson, granddaughter: three (3) consecutive days, workdays or not, including the day of the funeral;
 - D) the marriage of his father, mother, brother, sister, child: the day of the wedding;
 - E) the change of domicile other than the one provided for in article 5-3.00: the moving day; however, a teacher shall not be entitled to more than one (1) day of leave per year;
 - F) the marriage of the teacher: a maximum of seven (7) consecutive days, workdays or not, including the day of the wedding;
 - G) an annual maximum of three (3) workdays to cover: any other event considered as an act of God (disaster, fire, flood, etc.) which obliges the teacher to be absent from his work; any other reason which obliges the teacher to be absent from his work and on which the board and the union agree to grant permission for absence without loss of salary, supplements or premiums for regional disparities.

(1) As defined in clause 5-10.02.

(2) Including the child who lives with the teacher and for whom adoption procedures have been undertaken.

5-14.03

The teacher shall benefit from one (1) day without loss of salary, supplements or premiums for regional disparities, in addition to the number of days indicated in paragraphs A), B) and C) of clause 5-14.02 if the funeral takes place at a distance greater than 240 kilometres from the teacher's residence or two (2) additional days if it takes place at a distance greater than 480 kilometres.

Moreover, as regards the commission scolaire du Littoral, the regions for which premiums for regional disparities are payable and the territory included between the Tadoussac and the Moisie River, if it is necessary to cross the river, the union and the board may agree on an additional number of days without loss of salary, supplements or premiums for regional disparities to cover the events mentioned in paragraphs A), B) and C) of clause 5-14.02.

5-14.04

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

- a) the teacher must sit for official entrance or achievement examinations in an educational institution recognized by the Ministère;
- b) the teacher must act in a court of law as a juror or a witness in a case in which he is not a party;
- c) the teacher, by order of the community health service doctor, is placed under quarantine in his dwelling because of a contagious disease affecting a person living in the same dwelling;
- d) the teacher, at the specific request of the board, undergoes a medical examination in addition to that required by law.

5-14.05

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

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

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

5-16.00 LEAVES OF ABSENCE FOR MATTERS RELATED TO EDUCATION

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

5-17.00 SABBATICAL LEAVE WITH DEFERRED SALARY

Such leave shall permit a tenured teacher who is not on availability to have his salary for a given period of work spread out over a longer period which includes the length of the 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 XIII.

Notwithstanding the preceding provisions, any teacher who was granted a sabbatical leave with deferred salary in accordance with the provisions of the 1983-1985 agreement shall continue to be governed by those provisions.

5-18.00 LEAVES FOR PUBLIC OFFICE

5-18.01 The teacher who stands for public office (deputy, mayor, municipal councillor or alderman, commissioner or trustee) shall

5-18.01 obtain, upon fifteen (15) days' notice before his departure, a
(cont'd) leave of absence without salary. This leave of absence without salary shall begin at the earliest on the date of the official declaration of his candidacy and shall end at the latest on the eighth (8th) day following the election.

5-18.02 The teacher elected or appointed to fill a public office (minister, deputy, mayor, municipal councillor or alderman, commissioner or trustee) shall obtain, upon at least fifteen (15) days' notice before his departure, a leave without salary to hold a public office. The time limit shall be seven (7) days in the case of the teacher who availed himself of the leave provided for in the preceding clause.

The board may also grant a teacher a leave of absence without salary on a part-time basis for a specific time within his schedule or grant him a leave without salary on an occasional basis to fill a public office.

5-18.03 The teacher who is on a leave of absence without salary to fill a public office must give the school board at least thirty (30) days' written notice of the date of his return to the board.

5-18.04 Upon his return, the teacher shall be reinstated in his duties in accordance with the provisions of this agreement.

5-18.05 The board may cancel the engagement of the teacher who uses the leave for public office for purposes other than those for which he obtained it.

5-19.00 TEACHER'S CONTRIBUTION TO A SAVINGS OR CREDIT UNION

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

5-20.00 LEAVES FOR LOAN OF SERVICE

5-20.01 With his consent, the services of a teacher may be loaned by his board for the period and under the terms and conditions agreed to by the teacher, the board and the organization which requires his services subject to the following clauses.

5-20.02 The provisions of Chapter 8-0.00 shall not apply to the teacher for the duration of a loan of service, they shall be replaced by the provisions relating to the duties, responsibilities and workload provided for the group of employees to which he shall belong within the organization.

5-20.03 With the exception of Chapter 8-0.00, the teacher shall maintain the rights and benefits he would enjoy under this agreement if he were actually in service.

5-20.04 Upon his return, the teacher shall be reinstated in his duties, subject to the provisions of this agreement.

CHAPTER 6-0.00 REMUNERATION OF TEACHERS

The remuneration plan provided for in this chapter shall replace every other remuneration plan.

6-1.00 EVALUATION OF SCHOOLING

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

- 6-1.02**
- A) The Ministre shall draft rules for the application of Regulation No. 5 of the Ministre for all rules not already explicitly provided for in the "Manuel d'évaluation de la scolarité" in effect on the date of the coming into force of this entente.
 - B) The Ministre shall also draw up proposed modifications to the rules already in existence.
 - C) Such drafts, including the proposed modifications to the rules already in existence, shall be submitted for consultation to the accredited representative, if there is one.
 - D) Should the accredited representative feel that he has recommendations to make, he may make them to the Ministre within thirty (30) days (excluding the months of July and August) of the receipt of such drafts.
 - E) After this time limit, the Ministre shall decide on rules for the application of Regulation No. 5 of the Ministre, which rules shall become an integral part of the "Manuel d'évaluation de la scolarité" and shall then be recognized as forming part of it as of the date of the coming into force of this entente. (Appendix XIV)

6-1.03 The Ministre shall determine the evaluation of every teacher's schooling in complete years according to the "Manuel d'évaluation de la scolarité" in effect on the date of the coming into force of this entente. Such decision shall appear on the official attestation of the status of the teacher's schooling, which

6-1.03
(cont'd)

shall be issued by the Ministre and signed by him or his representative. Such decision shall also apply to the fractions of years of schooling, if any. The Ministre need not issue a new attestation if, following a new evaluation of a teacher's schooling, such new evaluation does not involve a change in the complete years of schooling of the said teacher. In this case, the Ministère shall so inform the teacher in writing. A copy of the notice shall be forwarded to the board and to the union.

However, the Ministre shall issue an official attestation of schooling to the teacher:

- when the teacher who so requests it maintains that such new evaluation of schooling involves a change in the complete years of his schooling;
- when a modified rule is added to the "Manuel" and such rule results in a change in the teacher's schooling.

6-1.04

In order to determine the evaluation of a teacher's schooling, the Ministre shall take into account the transcripts of marks, reports, certificates, diplomas, degrees and official documents according to the rules of the "Manuel d'évaluation de la scolarité" which he has on hand concerning this teacher. The Ministre shall also decide upon such an evaluation each time he has on hand, in accordance with article 6-3.00, new transcripts of marks, reports, certificates, diplomas, degrees or official documents according to the rules of the "Manuel d'évaluation de la scolarité" concerning this teacher.

6-1.05

The Ministère shall forward to every teacher the official attestation of the status of his schooling and a copy shall be sent to the board and union.

The Ministère shall also forward to the teacher at the latter's written request the list of every document which it has on hand concerning such teacher and which is not recognized for purposes of evaluating his schooling.

6-1.06

Within sixty (60) days (excluding the months of July and August) after the teacher received the official attestation of the status of his schooling, the latter may submit a written request for revision to the Revision Committee. Such request for revision may also be submitted either by the board or the union within the same time limits. A copy of this request shall also be sent to the member designated by the Centrale.

**6-1.06
(cont'd)**

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

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

6-1.07

A) The Revision Committee shall consist of three (3) members, two (2) of whom shall be designated as follows:

- one (1) member designated by the Centrale;
- one (1) member designated jointly by the Ministère and the Fédération.

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

B) However, the Centrale must appoint at least one (1) substitute for its designated member. The Ministère and the Fédération must also jointly appoint at least one substitute for their designated member. The substitutes may be present at the Committee meetings but have no power of decision. Nevertheless, if a designated member does not attend a meeting of the Committee and if his substitute is present, this substitute shall become the designated member for the purposes of this meeting.

6-1.08

The Committee shall determine whether the decision appearing on the official attestation and concerning the evaluation of the teacher's schooling conforms to the "Manuel d'évaluation de la scolarité". In order to do this, it shall take into account the documents listed on the attestation and which are kept at the Ministère in the file on the evaluation of schooling of the teacher concerned. If, during such analysis, the Committee ascertains that a document mentioned in clause 6-1.04 does not appear on the attestation, the Revision Committee shall then be temporarily relieved of the request for revision until the file, referred to the Ministre for a decision within the meaning of clause 6-1.03, is returned to the Committee with the official attestation of the status of schooling resulting from such decision by the Ministre. Every such new attestation shall be forwarded only to the Revision Committee. In this case, the request for revision shall be considered as applying to the new attestation issued by the Ministre.

6-1.09 The Committee shall be bound by the "Manuel d'évaluation de la scolarité". It cannot, by its decision, modify, subtract from or add to the rules included in the said "Manuel".

The Committee may include with its decision a recommendation to the Ministre in the case where the request for revision may be the subject of either an evaluation of "special qualifications" or a "special decision" concerning an evaluation rule which appears in the "Manuel d'évaluation de la scolarité". Such recommendation shall not constitute a decision according to clause 6-1.10 and shall not bind the Ministère, the union, the board and the teacher unless the Ministre pursues the matter further.

6-1.10 The decision of the Committee shall be final and shall bind the teacher, the union, the board and the Ministre. It must be forwarded to the teacher concerned, the union, the board and the Ministère.

6-1.11 If the decision of the Committee or the decision of the Ministre resulting from a recommendation of the Committee as provided for in clause 6-1.09 involves a change in the evaluation of the teacher's schooling in complete years, the Ministère must forward to the teacher, within sixty (60) days of the said decision, a new official attestation of the status of his schooling with a copy to the board and the union. If the decision of the Ministre concurs with the Committee's recommendation and if such decision does not entail a change in the evaluation of the teacher's schooling in complete years, the Ministère shall so advise the Revision Committee and the teacher concerned in writing.

If the decision of the Revision Committee provided for in clause 6-1.07 of the 1983-1985 agreement involves a change in the evaluation of a teacher's schooling, the Ministère must forward to such teacher, if it has not already done so, a new official attestation of the status of his schooling, with a copy to the board and union.

6-1.12 The chairman of the Committee shall set the time, date and place of the Committee meetings and shall so notify the two (2) designated members in writing. It shall also be the chairman's duty to prepare the roll of the requests for revision.

- 6-1.13** The members of the Committee may validly sit in the following cases:
- a) the two (2) designated members may sit in the absence of the chairman and without any notice of meeting;
 - b) the three (3) members may sit with or without notice of meeting;
 - c) the chairman and one (1) designated member may sit in the absence of the other designated member if the absent member has been notified of the meeting in accordance with clause 6-1.12.
- 6-1.14** In the cases stipulated in paragraphs a) and b) of clause 6-1.13, should the two (2) designated members of the Committee concur in a decision and sign it, this decision shall constitute that of the Committee.
- 6-1.15** In the cases stipulated in paragraphs b) and c) of clause 6-1.13, should the two (2) designated members of the Committee not concur in a decision, every decision signed by the chairman and one (1) designated member shall constitute the decision of the Committee. Nevertheless, the designated member who disagrees may sign as dissident.
- 6-1.16** The fees and expenses of a designated member of the Committee shall be borne by those who designated him. The fees and expenses of the chairman shall be borne by the Ministère.
- 6-1.17** The mandate of the Committee and of its members shall be for the duration of the entente. In the event of the resignation, death or inability to act of a member of the Committee, his successor shall be designated or chosen in the same manner as the member he replaces.
- 6-1.18** If a member of the Committee has not been designated within the sixty (60) days of the coming into force of the entente or within the thirty (30) days of the resignation, death or inability to act of a designated member, this member shall be designated by the chief arbitrator.

**6-1.18
(cont'd)**

If the chairman of the Committee has not been chosen within the sixty (60) days of the coming into force of the entente or within the sixty (60) days of the resignation, death or inability to act of the chairman, this chairman shall be appointed by the chief arbitrator.

6-1.19

Subject to the provisions contained in clauses 6-1.06 to 6-1.11 and to the provisions relating to the modifications to the rules of the "Manuel d'évaluation de la scolarité", nothing in this article 6-1.00 must be interpreted as invalidating the official attestation of the status of a teacher's schooling issued by the Ministre since August 1971.

6-1.20

The teacher, the board, the union, the Centrale, the Fédération and the Ministère shall expressly renounce all contestation by arbitration or before any authority whatsoever of any decision included in the "Manuel d'évaluation de la scolarité", any decision of the Ministre appearing on the official attestation, as well as any decision of the Committee. These renunciations concerning any decision of the Ministre appearing on the official attestation shall not annul the provisions of this article regarding a request for revision.

6-1.21

The "Manuel d'évaluation de la scolarité" shall be that prepared by the ministère de l'Éducation.

6-1.22

A) Within the sixty (60) days following the coming into force of this entente, an advisory committee shall be set up to study and to make recommendations to the Ministre regarding every complaint or suggestion pertaining to an evaluation rule contained in the "Manuel d'évaluation de la scolarité".

B) The committee shall consist of the following members:

- one (1) member designated by the Centrale;
- one (1) member designated by the ministère de l'Éducation;
- one (1) chairman designated by the two (2) aforementioned parties.

C) A complaint or suggestion shall only be acceptable if it is drawn up by the member designated by the Centrale.

**6-1.22
(cont'd)**

- D) Every unanimous recommendation of the committee dealing with an evaluation rule must entail a corresponding modification to the "Manuel d'évaluation de la scolarité".
- E) Moreover, the Ministère and the Centrale may appoint a substitute for their designated member. The substitutes may attend the committee meetings but shall not have the right to vote.
- F) Nevertheless, in the case where a designated member is not present at a committee meeting, his substitute shall then become the designated member for the purposes of the meeting.
- G) The committee shall establish its own rules of operation.
- H) The fees and expenses of a designated member of the committee shall be borne by those who designated him. The fees and expenses of the chairman shall be borne by the Ministère.

6-2.00

CLASSIFICATION

6-2.01

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

Shall be classified in category:

- a) 14 years or less, every teacher who possesses 14 years of schooling or less;
- b) 15 years, every teacher who possesses 15 years of schooling;
- c) 16 years, every teacher who possesses 16 years of schooling;
- d) 17 years, every teacher who possesses 17 years of schooling;
- e) 18 years, every teacher who possesses 18 years of schooling;
- f) 19 years, every teacher who possesses 19 years of schooling or more without a doctorate of the 3rd cycle;
- g) 20 years, every teacher who possesses (19) years of schooling or more with a doctorate of the 3rd cycle.

6-2.01 (cont'd) This clause shall be used for definitive classification. The definitive classification shall be based on the official attestation of the status of the teacher's schooling in complete years.

6-2.02 Every teacher, who has not already done so, must provide the board with the transcripts of marks, reports, certificates, diplomas, degrees and official documents according to the rules of the "Manuel d'évaluation de la scolarité" necessary for the evaluation of his years of schooling. These documents must be certified accurate by the representative of the organization from which they originate. The board shall acknowledge receipt to the teacher.

6-2.03 For every teacher to whom the Ministre has not issued an official attestation of the status of his schooling, the board shall provisionally establish:

- a) according to the "Manuel d'évaluation de la scolarité" of the Ministre, the category in which his transcripts of marks, reports, certificates, diplomas, degrees and official documents according to the rules of the "Manuel d'évaluation de la scolarité" would permit him to be classified according to clause 6-2.01;
- b) according to Regulation No. 5 of the Ministre, the category in which his transcripts of marks, reports, certificates, diplomas, degrees and official documents according to the rules of the "Manuel d'évaluation de la scolarité" would permit him to be classified according to clause 6-2.01 if these documents cannot be clearly identified with evaluations provided for in the "Manuel d'évaluation de la scolarité" of the Ministre.

The board alone shall determine a teacher's provisional category within thirty (30) days of the receipt of the documents. However, the board shall not claim money as a result of a decision to decrease the provisional classification for the period preceding the first day of the month following the date on which the teacher received such notice of change.

6-2.04 Every year before or with the first instalment of the teacher's salary, the board shall inform him of the classification and category that it recognizes for him.

6-2.05 Within the sixty (60) days of the engagement of a teacher to whom the Ministre has not issued an official attestation of the status of his schooling, the board shall forward to the Ministère and to the union a copy of the provisional classification file of this teacher. The board shall transmit to the teacher a copy of the acknowledgement of receipt of the documents sent by it to the Ministère.

6-2.06 If the union disagrees with the provisional classification of a teacher, as determined by the board in accordance with clause 6-2.03, it shall make to the board comments which it deems relevant.

Whether the board decides or not to change the provisional classification of a teacher as a result of comments made by the union, it shall inform the teacher and the union.

6-2.07 Except in the cases provided for in article 6-3.00, every definitive classification made by virtue of clause 6-2.01 shall have a retroactive effect to the date of entry into service for the school year during which the teacher forwarded to the board the documents necessary for the request for evaluation of his years of schooling. For the purposes of this agreement, such definitive classification may not have any retroactive effect prior to January 1, 1986. (Appendix XV)

The salary readjustment and the payment of retroactivity, if need be, following the definitive classification shall be made on the first payday of the month following the date on which the teacher received the official attestation of the status of his schooling. However, the board shall not claim any money as a result of the application of the official attestation of the status of his schooling for the period prior to the first day of the month following the date on which the teacher received the official attestation of the status of his schooling.

6-2.08 **Methods Courses**

A) If the conditions mentioned in paragraphs C), D), E) and G) are met, such teacher shall be classified in the category in which he would have been classified if such methods courses constituted one (1) year of schooling.

6-2.08
(cont'd)

- B) If the conditions mentioned in paragraphs C), D), F) and G) are met, such teacher shall be classified in the category in which he would have been classified if such methods courses constituted two (2) years of schooling.
- C) If the board recognized a higher class as a result of methods courses according to the schedules which it was applying on February 20, 1969 to all teachers in its employment.
- D) If the teacher was employed by the board on the date of the signing of the 1968-1971 agreement and has so remained since that date.
- E) If, on September 1, 1970, the teacher was receiving the salary⁽¹⁾ of one (1) class higher as a result of methods courses and if he had successfully completed at least one (1) complete year of methods courses according to the schedules which the board was applying on February 20, 1969 to all teachers in its employment.
- F) If, on September 1, 1970 the teacher was receiving the salary of two (2) classes higher as a result of methods courses and if he had successfully completed at least two (2) complete years of methods courses according to the schedules which the board was applying on February 20, 1969 to all teachers in its employment.
- G) The teacher shall not be classified in a category higher than fifteen (15) years as a result of methods courses.
- H) The category resulting from the application of paragraphs A) and B) of this clause, as the case may be, shall be applicable as long as the official attestation of the status of the teacher's schooling does not permit his being classified in the said category, in which case paragraphs A) and B) of this clause shall no longer apply to such teacher.

(1) Note: For the purposes of applying this clause, the term "salary" means the remuneration in legal currency to which a teacher is entitled as a result of his experience step and class according to the salary scale in effect at the board in 1967-1968 and the terms and conditions of application in accordance with the new plan, and the term "class" means any one of the categories (on the abscissa) of the salary scale in effect at the board in 1967-1968.

6-2.09

Special Cases

- A) This clause shall only apply to the teacher who meets conditions 1), 2), 3), 4), 5) and 7) which follow:
- 1) He is employed by the board.
 - 2) He was in the employment of the board before December 15, 1972.
 - 3) There has been no break in his employment ties since December 15, 1972.
 - 4) In 1985-1986, 1986-1987 or 1987-1988, the category resulting from the official attestation of the status of his schooling results in a salary lower than the salary to which he would be entitled as a result of the application of his provisional classification as defined in clause 6-5.15 of the document annexed to Order-in-Council #3811-72.
 - 5) Subject to subparagraph 6) of this paragraph A), the school year that precedes the year entitling him to the benefits of paragraph B) of this clause, he benefitted from the deferred salary according to paragraph C) of clause 6-5.15 of the document annexed to Order-in-Council #3811-72.
 - 6) The obligation of having benefitted from the deferred salary according to paragraph C) of clause 6-5.15 of the document annexed to Order-in-Council #3811-72 shall not apply to the teacher on a leave of absence without salary during the said year nor to the teacher who had to be absent from his work for more than ninety (90) days for reasons of disability or parental leaves provided for in clauses 5-13.09, 5-13.10 and 5-13.22 during the said year, nor to the teacher who did not possess the official attestation of the status of his schooling on July 1 of the said year.
 - 7) As of June 30, 1982, he benefitted from clauses 6-2.09 or 6-5.02 and complied with the obligations of this latter clause.

6-2.09
(cont'd)

- B) This teacher shall be classified in the category corresponding to his provisional classification as defined in subparagraph 4) of paragraph A) of this clause as of the beginning of the school year during which this teacher completes his twenty-fifth (25th) year of experience in teaching (including the years during which this teacher held a pedagogical or educational position in accordance with Order-in-Council #1417 of 1970).
- C) The category resulting from the application of paragraph B) of this clause shall apply as long as the official attestation of the status of this teacher's schooling does not permit his being classified in the said category in which case paragraphs A) and B) of this clause no longer apply to this teacher.
- D) For the purposes of this clause, the employment ties of a teacher shall not be altered by the division, the amalgamation (including the disappearance of one board to the benefit of one or more other boards) or the change in the legal structures of the board which employed him on December 15, 1972 and the new employer resulting from the division, the amalgamation (including the disappearance of one board to the benefit of one or more other boards) or the change in the legal structures shall be obliged to consider the said teacher as having remained in the employment of the board which employed him on December 15, 1972.

6-3.00

RECLASSIFICATION

6-3.01

- A) The reclassification of teachers shall take place twice yearly.
- B) The teacher who wishes to be reclassified must provide the board either with the documents provided for in clause 6-2.02 or with a copy of the request for these documents made by the teacher to the institution that is to issue them.
- C) The board shall then proceed, if need be, with the provisional reclassification of this teacher in accordance with the provisions of paragraph a) of clause 6-2.03 within the thirty (30) days following the receipt of a complete request to this effect.

**6-3.01
(cont'd)**

- D) If need be, the salary readjustment resulting from provisional reclassification shall be retroactive:
- 1) to the beginning of the current work year:
 - if, on September 30 of the said current school year, this teacher had completed the studies required for a new evaluation of his years of schooling,
 - and
 - if he provided, before November 1 of the said current school year, the documents required according to paragraph B) of this clause.
 - 2) to the middle (on the one hundred and first day) of the current work year:
 - if, on January 31 of the said current school year, this teacher had completed the studies required for a new evaluation of his years of schooling,
 - and
 - if he provided, after October 31 of the said current school year but before April 1 of the said current school year, the documents required according to paragraph B) of this clause.
- E) If the union disagrees with the provisional reclassification of a teacher, as established by the board in accordance with paragraph a) of clause 6-2.03, it shall make to the board comments which it deems relevant.
- F) The board shall inform the teacher and the union whether it decides or not to change a teacher's provisional reclassification as a result of the union's comments.
- G) If the board refuses to proceed with a provisional reclassification, the board must, at the union's request, transmit the teacher's file to the Ministère for evaluation purposes according to clause 6-1.03.

6-3.02

Within sixty (60) days after the board received the complete request, it shall forward to the Ministère and to the union a copy of this teacher's provisional reclassification file. The board shall forward to the teacher a copy of the acknowledgement of receipt of the documents sent by the board to the Ministère.

6-3.03

- A) Following a new evaluation of a teacher's schooling as decided in clauses 6-1.03 or 6-1.11, the board shall proceed with the reclassification, if need be, in accordance with clause 6-2:01.
- B) The salary readjustment, if need be, resulting from such reclassification, shall be retroactive to the time stipulated for the provisional reclassification as specified in subparagraphs 1) and 2) of paragraph D) of clause 6-3.01.
- C) Where applicable, the payment of retroactivity resulting from such reclassification shall be made on the first payday of the month following the date on which the teacher received the official attestation of the status of his schooling, taking into account the amounts already paid as a result of the provisional reclassification.
- D) If the decision following the evaluation of a teacher's schooling provided for in paragraph A) of this clause invalidates the provisional reclassification established by the board, the board shall not claim any money as a result of the application of the official attestation of the status of schooling, for the period included between the date on which this provisional reclassification took effect and the first day of the month following the date on which the teacher received the official attestation of the status of his schooling.

6-4.00

RECOGNITION OF YEARS OF EXPERIENCE

6-4.01

- A) The board shall recognize for each teacher in its employ on July 1, 1986 the years of experience and experience step which it recognized for him for the 1985-1986 school year and which are readjusted to take into account the 1985-1986 school year by applying article 6-4.00 of the 1983-1985 agreement.
- B) The board shall evaluate, according to clauses 6-4.02 to 6-4.08, the years of experience acquired after the 1985-1986 school year for each teacher in its employ on July 1, 1986 and, where applicable, shall revise his step accordingly.
- C) The board shall evaluate, according to clauses 6-4.02 to 6-4.08, the years of experience of every other teacher engaged as of July 1, 1986.

6-4.01
(cont'd)

D) Notwithstanding the foregoing, the experience acquired in 1982-1983 shall not allow for any advancement in step.

6-4.02

A school year, during which a teacher taught or performed a pedagogical or educational function on a full-time basis in a Québec teaching institution recognized by the Ministère or in a teaching institution under government authority outside Québec, shall be recognized as a year of experience. However, the school year during which a full-time teacher or a teacher under annual contract taught or performed a pedagogical or educational function for only a minimum of ninety (90) days because of circumstances beyond his control or because of a parental leave by virtue of article 5-13.00 shall be recognized as a year of experience, it being understood that only the days of leave provided for in clauses 5-13.05, 5-13.13, 5-13.14, 5-13.18, 5-13.19, 5-13.21, 5-13.22 and 5-13.23 shall be considered as the days when the teacher teaches or performs a pedagogical or educational function.

6-4.03

The teaching time, as a part-time teacher, a teacher-by-the-lesson or an occasional substitute, in a Québec teaching institution recognized by the Ministère or in a teaching institution under government authority outside Québec, shall be recognized and may be accumulated to constitute a year of experience, in which case the number of teaching days required to constitute a year of experience shall be the equivalent of ninety (90) days as a full-time teacher, but such teacher may not begin to accumulate days to make up a new year of experience without having completed one hundred and thirty five (135) days. (Appendix XVII)

6-4.04

If a teacher must leave the service of the board within the framework of the professional improvement system, the board shall recognize upon his return the same number of years of experience as he would have had had he remained in the service of the board.

6-4.05

For the teacher-by-the-lesson and the occasional substitute, the number of days of experience shall be calculated in the following manner for each school year taken separately:

a) For the occasional substitute

Every half-day or day of substitution shall be calculated as such.

6-4.05
(cont'd)

b) For the occasional substitute and teacher-by-the-lesson

Secondary level

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

Preschool and Primary Level

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

6-4.06

The practice of a trade or profession which is related to the function the teacher is to perform at the board may, at the time of his engagement, be considered as teaching experience according to the following conditions:

- a) this practice was continuous and was the said teacher's main occupation;
- b) one year shall consist of twelve (12) consecutive months but all periods of continuous service equal to or greater than four (4) months may be accumulated to constitute one (1) or more years;
- c) each of the first ten (10) years thus spent shall be the equivalent of one year of experience but, beyond these first ten (10) years, every block of two (2) years thus spent shall be the equivalent of one (1) year of experience.

6-4.07

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

6-4.08

Additional years of experience shall be recognized for each year at the beginning of the work year. The full-time teacher must submit to the board, before November 1, the documents establishing that he has one or more additional years of experience, unless the said documents originate from the board. The salary readjustment resulting from a change in the years of experience shall be retroactive to the beginning of the work year during which the teacher provided the documents establishing the said

6-4.08
(cont'd)

additional year of experience. If the teacher provides the documents establishing the said additional year of experience after October 31, he will not be able to benefit from a salary readjustment for the current school year unless the responsibility for the delay can be attributed to the institution which provides him with the documents.

6-4.09

Every year, before or with the first instalment of salary, the board shall inform the teacher of the number of years of experience and step that it recognizes for him.

6-5.00

SALARY AND SALARY SCALES

6-5.01

Subject to clause 6-5.02, the teacher shall be entitled to the salary provided for in clauses 6-5.04 to 6-5.08 according to the category in which he is classified in accordance with articles 6-1.00, 6-2.00 and 6-3.00 and according to the experience step recognized for him according to article 6-4.00.

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

6-5.02

A) This clause shall only apply to the teacher who meets conditions 1), 2), 3), 4), 5) and 8) which follow:

- 1) He is in the employ of the board.
- 2) He was in the employ of the board before December 15, 1972.
- 3) There has been no break in his employment ties since December 15, 1972.
- 4) In 1985-1986, 1986-1987 or 1987-1988, the category resulting from the official attestation of the status of his schooling entails a salary lower than the salary to which he would be entitled by the application of his provisional classification as defined in clause 6-5.15 of the document annexed to Order-in-Council #3811-72.

6-5.02 A)
(cont'd)

- 5) Subject to subparagraphs 6) and 7) which follow, every such teacher has pursued studies and has thus completed, between July 1, 1985 and June 30, 1986(1) at least one fifth (1/5) of an additional year of schooling and has received, for the preceding school year, the benefits of the deferred salary.
- 6) The obligation of having benefitted from the deferred salary during the school year preceding the 1985-1986 school year(2) shall not apply to:
 - the teacher on a leave of absence without salary during the said preceding school year,
 - the teacher who is absent from his work for more than ninety (90) days for reasons of disability or parental leave provided for in clauses 5-13.09, 5-13.10 and 5-13.22 during the said preceding school year,
 - the teacher who did not have the official attestation of the status of his schooling on July 1 of the said preceding school year,
 - the teacher who had the official attestation of the status of his schooling on July 1 of the said preceding school year, who has submitted a revision request to the Revision Committee or for whom the board or the union has submitted a revision request to the Revision Committee and who has not received a reply from the Revision Committee concerning his attestation on this July 1 of the preceding school year.

-
- (1) Read "between July 1, 1986 and June 30, 1987" for the 1986-1987 school year.
Read "between July 1, 1987 and June 30, 1988" for the 1987-1988 school year.
 - (2) Read "1986-1987 school year" for the 1986-1987 school year.
Read "1987-1988 school year" for the 1987-1988 school year.

6-5.02 A)
(cont'd)

7) As of the 1985-1986 school year, the teacher who is already entitled to deferred salary shall maintain his full right to it for the school year in question, if for such school year he meets the following two (2) conditions:

- such teacher has successfully completed at least one tenth (1/10) of a year of schooling;

- such teacher thus completes the fraction of a year of schooling which enables him to attain his provisional classification as defined in clause 6-5.15 of Order-in-Council #3811-72.

Such a teacher shall no longer be entitled to deferred salary for the following school year.

8) He benefitted, on June 30, 1982, from the application of this clause.

B) Any such teacher who proves to the board that he has pursued studies and that he has thus completed, between July 1, 1985 and June 30, 1986(1) at least one fifth (1/5) of an additional year of schooling or one tenth (1/10), where applicable, shall be entitled to receive, within the sixty (60) days (but never before June 30, 1986(2)) of giving the board the official documents proving that he has completed at least one fifth (1/5) of such a year of schooling, an amount of money equal to the difference, if it is positive, between:

-
- (1) Read "between July 1, 1986 and June 30, 1987" for the 1986-1987 school year.
Read "between July 1, 1987 and June 30, 1988" for the 1987-1988 school year.
- (2) Read "June 30, 1987" for the 1986-1987 school year.
Read "June 30, 1988" for the 1987-1988 school year.

6-5.02 B)
(cont'd)

- 1) the salary to which he would have been entitled in 1985-1986(1) by the application of his provisional classification (as defined in clause 6-5.15 of the document annexed to Order-in-Council #3811-72) in the salary scales provided for the said school year according to the experience step that he holds in 1985-1986(1). This salary shall be calculated by taking into consideration the duration of his services for this period and, if need be, shall be reduced proportionately during the period in which a percentage of the salary was applicable to him (e.g. disability, professional improvement)

and

 - 2) all the sums already received by the teacher for the school year 1985-1986(1) and those to be paid by virtue of the other clauses of this agreement for the said year, as remuneration only.
- C) For the purposes of this clause, the employment ties of a teacher shall not be altered by the division, the amalgamation (including the disappearance of one board to the benefit of one or more other boards) or the change in the legal structures of the board which employed him on December 15, 1972 and the new employer resulting from the division, the amalgamation (including the disappearance of one board to the benefit of one or more other boards) or the change in the legal structures shall be obliged to consider the said teacher as having remained in the employ of the board which employed him on December 15, 1972.
- D) The right to deferred salary shall cease as soon as the official attestation of such a teacher's status of schooling allows him to be classified in the category corresponding to his provisional classification as defined in clause 6-5.15 of the document annexed to Order-in-Council #3811-72.

-
- (1) Read "1986-1987" for the 1986-1987 school year.
Read "1987-1988" for the 1987-1988 school year.

6-5.02 E) For the school year at the end of which the teacher leaves
(cont'd) the employ of the board to retire, the obligation of having
to complete one fifth (1/5) year of schooling to benefit
from the deferred salary for the said year shall not apply
to such teacher if all the other conditions provided for in
this clause to so benefit are met.

6-5.03 The amounts to be paid by the application of clause 6-5.02 shall
constitute deferred salary.

6-5.04 For each period, the salary scale shall be the salary scale
applicable under clauses 6-5.05, 6-5.06 or 6-5.07 and 6-5.08.

For the purposes of this entente, the expression "as of the
101st day of work of a given school year" means the period from
the 101st day of work of the school year concerned up to the
100th day of work of the subsequent school year.

**ANNUAL SALARY SCALES IN FORCE AS OF THE 101ST DAY OF WORK OF
THE 1985-1986 SCHOOL YEAR**

| EXPERIENCE STEPS(1) | C A T E G O R I E S(2) | | | | | | |
|------------------------|------------------------|----------|----------|----------|----------|----------|-------------|
| | 14 years or less | 15 years | 16 years | 17 years | 18 years | 19 years | 20 years(3) |
| 1 | 19 720 | 21 174 | 22 735 | 24 434 | 26 260 | 28 257 | 31 444. |
| 2 | 20 285 | 21 781 | 23 408 | 25 159 | 27 036 | 29 093 | 32 280 |
| 3 | 20 868 | 22 431 | 24 074 | 25 881 | 27 846 | 29 943 | 33 130 |
| 4 | 21 486. | 23 070 | 24 788 | 26 648 | 28 672 | 30 838 | 34 025 |
| 5 | 22 103. | 23 752 | 25 507 | 27 443 | 29 521 | 31 789 | 34 976 |
| 6 | 22 735 | 24 434 | 26 260 | 28 257 | 30 384 | 32 736 | 35 923 |
| 7 | 23 408 | 25 159 | 27 036 | 29 093 | 31 317 | 33 729 | 36 916 |
| 8 | 24 074 | 25 881 | 27 846 | 29 943 | 32 252 | 34 745 | 37 932 |
| 9 | 24 788 | 26 648 | 28 672 | 30 838 | 33 226 | 35 821 | 39 008 |
| 10 | 25 507 | 27 443 | 29 521 | 31 789 | 34 230 | 36 914 | 40 101 |
| 11 | 26 260 | 28 257 | 30 384 | 32 736 | 35 260 | 38 061 | 41 248 |
| 12 | 27 036 | 29 093 | 31 317 | 33 729 | 36 352 | 39 218 | 42 405 |
| 13 | 27 846 | 29 943 | 32 252 | 34 745 | 37 461 | 40 450 | 43 637 |
| 14 | 28 672 | 30 838 | 33 226 | 35 821 | 38 627 | 41 033 | 44 220 |
| 15 | 29 521 | 31 789 | 34 230 | 36 914 | 39 834 | 42 388 | 45 575 |

(1) AS DEFINED IN CLAUSE 1-1.15

(2) AS DEFINED IN CLAUSE 1-1.05

(3) 19 YEARS OR MORE OF SCHOOLING WITH A DOCTORATE OF THE THIRD CYCLE

**ANNUAL SALARY SCALES IN FORCE AS OF THE 101ST DAY OF WORK OF
THE 1986-1987 SCHOOL YEAR**

| EXPERIENCE STEPS(1) | C A T E G O R I E S(2) | | | | | | |
|------------------------|------------------------|----------|----------|----------|----------|----------|-------------|
| | 14 years or less | 15 years | 16 years | 17 years | 18 years | 19 years | 20 years(3) |
| 1 | 20 509 | 22 021 | 23 644 | 25 411 | 27 310 | 29 387 | 32 701 |
| 2 | 21 096 | 22 652 | 24 344 | 26 165 | 28 117 | 30 257 | 33 571 |
| 3 | 21 703 | 23 328 | 25 037 | 26 916 | 28 960 | 31 141 | 34 455 |
| 4 | 22 345 | 23 993 | 25 780 | 27 714 | 29 819 | 32 072 | 35 386 |
| 5 | 22 987 | 24 702 | 26 527 | 28 541 | 30 702 | 33 061 | 36 375 |
| 6 | 23 644 | 25 411 | 27 310 | 29 387 | 31 599 | 34 045 | 37 359 |
| 7 | 24 344 | 26 165 | 28 117 | 30 257 | 32 570 | 35 078 | 38 392 |
| 8 | 25 037 | 26 916 | 28 960 | 31 141 | 33 542 | 36 135 | 39 449 |
| 9 | 25 780 | 27 714 | 29 819 | 32 072 | 34 555 | 37 254 | 40 568 |
| 10 | 26 527 | 28 541 | 30 702 | 33 061 | 35 599 | 38 391 | 41 705 |
| 11 | 27 310 | 29 387 | 31 599 | 34 045 | 36 670 | 39 583 | 42 897 |
| 12 | 28 117 | 30 257 | 32 570 | 35 078 | 37 806 | 40 787 | 44 101 |
| 13 | 28 960 | 31 141 | 33 542 | 36 135 | 38 959 | 42 068 | 45 382 |
| 14 | 29 819 | 32 072 | 34 555 | 37 254 | 40 172 | 42 674 | 45 988 |
| 15 | 30 702 | 33 061 | 35 599 | 38 391 | 41 427 | 44 084 | 47 398 |

(1) AS DEFINED IN CLAUSE 1-1.15

(2) AS DEFINED IN CLAUSE 1-1.05

(3) 19 YEARS OR MORE OF SCHOOLING WITH A DOCTORATE OF THE THIRD CYCLE

**ANNUAL SALARY SCALES IN FORCE AS OF THE 101ST DAY OF WORK OF
THE 1987-1988 SCHOOL YEAR**

| EXPERIENCE STEPS(1) | C A T E G O R I E S(2) | | | | | | |
|------------------------|------------------------|----------|----------|----------|----------|----------|-------------|
| | 14 years or less | 15 years | 16 years | 17 years | 18 years | 19 years | 20 years(3) |
| 1 | 21 543 | 23 118 | 24 808 | 26 648 | 28 626 | 30 789 | 34 241 |
| 2 | 22 154 | 23 775 | 25 537 | 27 433 | 29 466 | 31 695 | 35 147 |
| 3 | 22 786 | 24 479 | 26 259 | 28 216 | 30 344 | 32 616 | 36 068 |
| 4 | 23 455 | 25 171 | 27 033 | 29 047 | 31 239 | 33 586 | 37 038 |
| 5 | 24 124 | 25 910 | 27 811 | 29 908 | 32 159 | 34 616 | 38 068 |
| 6 | 24 808 | 26 648 | 28 626 | 30 789 | 33 093 | 35 640 | 39 092 |
| 7 | 25 537 | 27 433 | 29 466 | 31 695 | 34 104 | 36 716 | 40 168 |
| 8 | 26 259 | 28 216 | 30 344 | 32 616 | 35 117 | 37 817 | 41 269 |
| 9 | 27 033 | 29 047 | 31 239 | 33 586 | 36 172 | 38 983 | 42 435 |
| 10 | 27 811 | 29 908 | 32 159 | 34 616 | 37 259 | 40 167 | 43 619 |
| 11 | 28 626 | 30 789 | 33 093 | 35 640 | 38 374 | 41 408 | 44 860 |
| 12 | 29 466 | 31 695 | 34 104 | 36 716 | 39 558 | 42 662 | 46 114 |
| 13 | 30 344 | 32 616 | 35 117 | 37 817 | 40 758 | 43 996 | 47 448 |
| 14 | 31 239 | 33 586 | 36 172 | 38 983 | 42 022 | 44 628 | 48 080 |
| 15 | 32 159 | 34 616 | 37 259 | 40 167 | 43 329 | 46 096 | 49 548 |

(1) AS DEFINED IN CLAUSE 1-1.15

(2) AS DEFINED IN CLAUSE 1-1.05

(3) 19 YEARS OR MORE OF SCHOOLING WITH A DOCTORATE OF THE THIRD CYCLE

6-5.08 Increase in salary scales and rates in force on the 100th day of work of the 1987-1988 school year

The salary scales and rates in force on the 100th day of work of the 1987-1988 school year shall be increased, if need be, effective on the 101st day of work of the 1987-1988 school year, by a maximum percentage of 1%(1) established on the basis of the consumer price index (CPI) for Canada for the twelve (12) month period preceding January 1, 1988 and this, according to the following formula: [CPI - 4,25%], where:

$$\text{CPI} = \left[\frac{\text{CPI for December 1987} - \text{CPI for December 1986}}{\text{CPI for December 1986}} \right] \times 100 \quad (2)$$

The data used for this purpose shall be those published by Statistics Canada.

The salary scales and rates thus obtained shall be increased by 4,15%, to which ten (10) cents per hour will be added (\$182,63 per year for the salary scales provided for in clause 6-5.07) in order to obtain the salary scales and rates applicable on the 101st day of work of the 1987-1988 school year. These rates and scales shall replace, where applicable, those provided for in clause 6-5.07.

The increase in the salary scales and rates shall be carried out within the three (3) months following the publication of the CPI for the month of December 1987.

In the case of premiums or supplements to which this clause applies, the same increase formula shall be used except that the expression "4,15%, to which ten (10) cents per hour shall be added", shall be replaced by "4,56%".

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- (1) The parties shall agree to meet and discuss any increase in the CPI exceeding 5,25%.
 - (2) When, in the quotient obtained, the decimal point is followed by five numbers, the fifth number is dropped if it is less than five, or if the fifth number is equal to or greater than five, the fourth number is brought to the next higher number and the fifth number is dropped.

6-6.00 ANNUAL SUPPLEMENTS

6-6.01 The teacher who is head teacher in a school where the number of pupils does not require the services of a full-time principal shall receive, for his additional responsibilities, the following annual supplement:

| Supplement Periods concerned | Annual supplement per class for first three classes in- cluding his own | Annual sup- plement for each addi- tional class | Minimum | Maximum |
|---|--|--|-----------|-----------|
| As of the 101st day of work of the 1985-1986 school year | \$322.00 | \$239.00 | \$966.00 | \$1922.00 |
| As of the 101st day of work of the 1986-1987 school year | \$335.00 | \$249.00 | \$1005.00 | \$1999.00 |
| As of the 101st day of work of the 1987-1988 school year(1) | \$350.00 | \$260.00 | \$1051.00 | \$2090.00 |

6-6.02 The teacher who is appointed head teacher in a school where the number of pupils does not warrant the appointment of a vice-principal shall receive the following annual supplement:

- \$865.00 as of the 101st day of work of the 1985-1986 school year;
- \$900.00 as of the 101st day of work of the 1986-1987 school year;
- \$941.00 as of the 101st day of work of the 1987-1988 school year(1).

(1) Where applicable, the increase provided for in clause 6-5.08 shall apply.

6-6.03 The teacher who is appointed department head and performs the duties of department head shall receive the following annual supplement:

- \$1,285.00 as of the 101st day of work of the 1985-1986 school year;
- \$1,336.00 as of the 101st day of work of the 1986-1987 school year;
- \$1,397.00 as of the 101st day of work of the 1987-1988 school year (1).

6-7.00 **PART-TIME TEACHER, TEACHER-BY-THE-LESSON AND SUBSTITUTE TEACHER**

6-7.01 The part-time teacher shall be entitled to a percentage of salary equal to the percentage of the workload he assumes compared to the workload of a full-time teacher.

The same shall hold true for premiums for regional disparities and for special leaves.

(1) Where applicable, the increase provided in clause 6-5.08 shall apply.

6-7.02 A) The teacher-by-the-lesson shall be remunerated on the basis of the hourly rates set hereinafter:

| Category (1) / Periods concerned | 14 years or less | 15 years | 16 years | 17 years | 18 years | 19 years | 20 (2) years |
|--|------------------------|-------------|-------------|-------------|-------------|-------------|-----------------|
| As of the 101st day of work of the 1985- 1986 school year | \$22.88 | \$25.36 | \$27.22 | \$29.93 | \$32.09 | \$34.65 | \$36.93 |
| As of the 101st day of work of the 1986- 1987 school year | \$23.80 | \$26.37 | \$28.31 | \$31.13 | \$33.37 | \$36.04 | \$38.41 |
| As of the 101st day of work of the 1987- 1988 school year (3) | \$24.89 | \$27.56 | \$29.58 | \$32.52 | \$34.85 | \$37.64 | \$40.10 |

B) These rates shall be for 45 to 60 minutes of teaching and the teacher-by-the-lesson, whose periods are of a shorter duration than 45 minutes or of a longer duration than 60 minutes shall be remunerated as follows: for every period less than 45 minutes or greater than 60 minutes, the rate shall be equal to the number of minutes divided by 45 and multiplied by the hourly rate provided for above for his category.

-
- (1) As defined in clause 1-1.05
 - (2) 19 years of schooling or more with a doctorate of the 3rd cycle
 - (3) Where applicable, the increase provided for in clause 6-5.08 shall apply.

6-7.02 B)
(cont'd)

Eventhough these rates are only paid for work that is carried out, they shall include payment for work carried out and for the same paid legal holidays as those of regular teachers.

- C) The teacher-by-the-lesson shall not be entitled to any of the benefits except for those expressly provided for in this agreement.
- D) The teacher called upon to give summer courses (outside the work year) within the framework of special remedial or makeup courses offered to pupils at the primary and secondary levels shall be remunerated on the basis of the rates provided for the teacher-by-the-lesson.

6-7.03

- A) The occasional substitute shall be remunerated in the following manner:

| SUBSTITUTION TIME PERIODS CONCERNED | 60 minutes or less | Between 60 minutes and one half-day (1) | full-day (1) |
|---|---|---|-----------------|
| | As of the 101st day of work of the 1985-1986 school year | \$16.65 | \$41.63 |
| As of the 101st day of work of the 1986-1987 school year | \$17.42 | \$43.55 | \$87.10 |
| As of the 101st day of work of the 1987-1988 school year (2) | \$18.24 | \$45.60 | \$91.20 |

- (1) The rates for a half-day and a full day are obtained by multiplying by 2,5 and 5,0 respectively the rates shown above for 60 minutes or less.
- (2) Where applicable, the increase provided for in clause 6-5.08 shall apply.

6-7.03
(cont'd)

- B) Notwithstanding the foregoing, the occasional substitute at the secondary level who is assigned periods of over sixty (60) minutes shall be remunerated at a rate per period in the following manner:

| | | |
|--|---|--|
| Rate provided for <u>60 minutes or less</u> | X | Number of minutes of period concerned |
| 50 | | |

The occasional substitute shall be remunerated according to the rate provided for one (1) day if he is assigned three (3) periods or more of more than sixty (60) minutes each in the same day.

- C) The occasional substitute shall receive a minimum of:

- as of the 101st day of work of the 1985-1986 school year: \$16.65 per day
- as of the 101st day of work of the 1986-1987 school year: \$17.42 per day
- as of the 101st day of work of the 1987-1988 school year: \$18.24 per day (1)

whenever he reports to school to work as a substitute at the request of the board or the competent authority.

If he substitutes at the secondary level, the occasional substitute may not be required to do more than five (5) periods of forty-five (45) to sixty (60) minutes per day.

- D) However, if the full-time teacher is absent for more than twenty (20) consecutive workdays, the board shall pay the occasional substitute who replaces him during these twenty (20) days the salary he would receive if he were a full-time teacher. The salary that he would receive shall be based on his category as established by the board at the beginning of the year or, if need be, during the middle (on the 101st day) of the current work year and his experience step acquired as of the first workday of the current work year and shall be paid at a rate of 1/200 of the annual salary

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- (1) Where applicable, the increase provided for in clause 6-5.08 shall apply.

6-7.03 D)
(cont'd)

for each day thus worked. In this case, this salary shall payable from the first day of substitution and such substitute must provide, without delay, the documents which will serve to establish his salary. Any absence of the occasional substitute for a total of three (3) days or less during the accumulation of these twenty (20) consecutive days of substitution shall not interrupt the said accumulation.

- E) No occasional substitute shall be entitled to any of the benefits except for those expressly provided for in this agreement and he shall not be bound by any obligation other than that of carrying out the task assigned to him by the board.

6-8.00

MISCELLANEOUS PROVISIONS CONCERNING THE PAYMENT OF SALARY

6-8.01

The teacher shall receive his annual salary provided for in article 6-5.00, as well as the supplements provided for in article 6-6.00 and the annual premiums for regional disparities provided for in Chapter 12-0.00, if applicable, in twenty-four (24) instalments, according to the following terms and conditions:

- a) The teacher shall receive, on every second (2nd) Thursday of the work year, $1/24$ of the annual amounts applicable in salary, supplements and premiums on the first day of work of the pay period concerned.
- b) At least two (2) instalments shall be remitted together to the teacher upon his departure for summer vacation.
- c) Notwithstanding paragraph a), the last two (2) instalments in a school year must be adjusted so that the teacher receives for this school year $1/200$ of his applicable annual salary as well as his applicable supplements and premiums per day of work performed during this school year.

This clause shall not allow a teacher to benefit from an amount to which he is not entitled by virtue of another provision of the agreement.

6-8.02

For the regular teacher who carries out substitution in addition to his workload, the remuneration provided for the substitution for every period of 45 to 60 minutes shall be equal to $1/1000$ of the annual salary. For every period less than forty-five (45)

6-8.02 minutes or greater than sixty (60) minutes, the compensation shall be equal to the number of minutes divided by 45 and multiplied by 1/1000 of the annual salary.
(cont'd)

6-8.03 The teacher, who enters the service of the board after the beginning of the work year or who leaves the service of the board before the end of the work year shall have his salary, supplements and premiums for regional disparities, if any, calculated at a rate of 1/200 of these applicable amounts per day thus worked.

6-8.04 The board shall deduct 1/200 per workday (read 1/400 per half-workday and read 1/1000 for every 45 to 60 minute period) of the teacher's applicable annual salary, supplements and premiums for regional disparities, if need be, in the following cases:

- a) authorized absences without salary for a duration of less than one work year;
- b) unauthorized absences or absences used for purposes other than those authorized.

6-9.00 TERMS AND CONDITIONS FOR THE PAYMENT OF SALARY AND OTHER AMOUNTS OWING BY VIRTUE OF THE AGREEMENT

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

CHAPTER 7-0.00 PROFESSIONAL IMPROVEMENT SYSTEM

7-1.00 AMOUNTS ALLOCATED

- 7-1.01**
- A) For the purposes of applying this chapter, the board shall have \$141,00 available per full-time teacher, excluding teachers on availability, in the service of the board on October 15 and covered by this agreement and this, for every school year as of the 1986-1987 school year.
 - B) This total annual amount which shall be available as of the 1987-1988 school year must include all expenses for professional improvement paid by virtue of this professional improvement system as well as by virtue of the extension, after December 31, 1985, of the professional improvement system provided for in the 1983-1985 agreement. The amounts resulting from the application of article 5-10.00 of the 1983-1985 agreement and article 5-10.00 of this agreement shall not be deducted from this amount.
 - C) The amounts available for one year and not used or committed in that year shall be added to the amounts available for the following school year.
 - D) Two or more boards may decide, with the consent of the union(s) concerned, to regroup for the purpose of administering the current professional improvement system. In such case, the total annual sum available shall equal the sum of the annual amounts provided for each of the boards. The use of these amounts need not then respect the percentage share of each participating board.

7-2.00 (Protocol) REMOTE REGIONS

7-2.01 In order to facilitate the professional improvement of the teachers in school boards located in one or the other of school regions 1, 8 and 9, the Ministre shall provide an amount of \$200,000.00 per school year as of 1986-1987.

The amounts available for one year and not used or committed shall be added to the amounts available for the following school year.

7-2.02

The Ministère, the Federation and the Centrale shall form, within 60 days of the coming into force of the present entente, a national parity committee whose role is to distribute this amount among the above mentioned boards.

This committee is composed of four (4) members that are named in the following manner:

one (1) member named by the Ministère;

one (1) member named by the Fédération;

two (2) members named by the Centrale;

7-3.00

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

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

CHAPTER 8-0.00 THE TEACHER'S WORKLOAD AND ITS ORGANIZATION

8-1.00 GENERAL PRINCIPLES

- 8-1.01** The conditions for exercising the profession of teaching must be such that the pupil may benefit from the quality of education which he is entitled to expect and that the board and the teachers have the obligation to provide to him.
- 8-1.02** The introduction of new pedagogical methods shall be a subject submitted to the participating body of teachers at the board level determined within the framework of Chapter 4-0.00.
- 8-1.03** The change of report cards used by the board shall be a subject submitted to the participating body of teachers at the board level determined within the framework of Chapter 4-0.00.
- 8-1.04** The criteria governing the choice of textbooks, from among the list of those approved by the Ministre, and the appropriate teaching materials as well as their modalities of application shall be subjects submitted to the participating body of teachers at the board level determined within the framework of Chapter 4-0.00.
- 8-1.05** The timetable shall be a subject of consultation submitted to the participating body of teachers at the board level determined within the framework of Chapter 4-0.00.
- 8-1.06** It shall be the responsibility of the teacher to choose the appropriate method to prepare and present his courses.
- The examinations of the board shall be administered in accordance with its evaluation policy, which shall be a subject submitted to the participating body of teachers at the board level determined within the framework of Chapter 4-0.00.
- 8-1.07** The pedagogical guides prepared by the Ministère are instruments made available to teachers as guidelines.

8-2.00 GENERAL DUTIES

8-2.01 The teacher shall provide learning and educational activities to pupils and shall participate in the development of student life in the school.

Within this framework, the teacher's characteristic responsibilities shall be:

- 8-2.01**
- 1) to prepare and present courses within the guidelines of the authorized programs;
 - 2) to collaborate with the other teaching and non-teaching professionals of the school in order to take the appropriate measures to meet the individual needs of pupils;
 - 3) to organize and supervise student activities;
 - 4) to organize and supervise industrial training periods;
 - 5) to assume the responsibilities of "encadrement" for a group of pupils;
 - 6) to evaluate the performance and progress of pupils for whom he is responsible and to report on them to the school administration and to parents according to the system in effect; such system shall be a subject submitted to the participating body of teachers determined within the framework of Chapter 4-0.00;
 - 7) to supervise the pupils for whom he is responsible as well as other pupils when they are in his presence;
 - 8) to monitor the late arrivals and the absences of his pupils and to report them to the school administration according to the system in effect; such system shall be a subject submitted to the participating body of teachers determined within the framework of Chapter 4-0.00;
 - 9) to participate in meetings relating to his work;
 - 10) to perform other duties which may normally be assigned to teaching personnel.

8-3.00 (Protocol) INTRODUCTION OF NEW PROGRAMS

8-3.01 Within the framework of the introduction of a new program, the board shall provide pupils with teaching materials and textbooks in sufficient quantity.

Moreover, the board shall ensure that the teacher has received or possesses adequate training.

8-4.00 WORK YEAR

8-4.01 The teachers' work year shall comprise two hundred (200) workdays and, unless there is an agreement to the contrary between the school board and the union, they shall be distributed between September 1 and the following June 30.

8-4.02 **Distribution in the Calendar Year of the Workdays Within the Work Year Excluding the Determination of the Number of Workdays and Period Covered by the Work Year.**

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

8-5.00 REGULAR WORKWEEK

8-5.01 The teacher's regular workweek shall comprise five (5) days, from Monday to Friday.

8-5.02 Unless there is an agreement to the contrary between the board and the union, the teacher's regular workweek shall be twenty-seven (27) hours at the assigned place of work and at times determined for each teacher by the board or the school administration.

These twenty-seven (27) hours shall not include the time required for the ten (10) group meetings nor the time required for the first three (3) meetings with parents.

**8-5.02
(cont'd)**

These twenty-seven (27) hours may be changed according to the following terms and conditions:

- if a change of an occasional nature is involved, the prior notice must be sufficient to allow the teacher to be present at the required time;
- if a change of a permanent nature is involved, the teacher must have been consulted, and failing agreement on the time of the change, prior notice must be of at least five (5) days.

8-5.03

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

This thirty-five (35) hour schedule shall not include the period provided for the teacher's meal nor the time required for the ten (10) group meetings and for the first three (3) meetings with parents.

The thirty-five (35) hour schedule must fall within a daily span of not more than eight (8) hours, these eight (8) hours shall include the same exceptions as the thirty-five (35) hours.

8-5.04

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

8-5.05

Terms and Conditions for the Distribution of Work Hours

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

8-5.06

If the teaching dispensed to pupils covers a cycle other than a five (5) day cycle, the number of hours mentioned in this article shall be adjusted accordingly.

8-6.00 WORKLOAD

8-6.01 For the purposes of this chapter, the following definitions shall apply:

A) Encadrement

Intervention with a pupil or a group of pupils to promote the pupil's personal and social development and to encourage him to assume his responsibilities as regards his own education.

B) Remediation

Intervention by the teacher with a pupil or a group of pupils to prevent problems or academic retardation and to offer special support services to pupils experiencing problems or academic retardation. At the primary level, the teacher shall carry out remediation activities with his pupils.

C) Supervision of "Accueil"

Supervision of a group of pupils ensured by the teacher, who is responsible for such group, upon their arrival and dismissal from classes. Such supervision shall not be included in the workload.

8-6.02

A) The workload shall be twenty-three (23) hours per week for the full-time teacher at the preschool and primary level and twenty (20) hours per week for the full-time teacher at the secondary level.

B) Such workload shall include the following professional activities expressly assigned by the school board or the school administration: the presentation of courses and lessons, remediation, educational and awareness activities (pre-school), student activities, encadrement and supervision other than the supervision of "accueil" and of the movement of pupils.

C) When the organization of the school or of the instruction so requires, the workload may vary in duration, from one week to another, provided that the weekly average does not exceed, on an annual basis, twenty-three (23) or twenty (20) hours, as the case may be.

**8-6.02
(cont'd)**

- D) If for special reasons, the board shall assign the teacher a workload which is greater than that provided for in paragraph A), he shall be entitled to a monetary compensation equal to 1/1000 of the annual salary for each period of forty-five (45) to sixty (60) minutes. For every period less than forty-five (45) minutes or greater than sixty (60) minutes, the compensation shall be equal to the number of minutes divided by forty-five (45) and multiplied by 1/1000 of the annual salary.

8-6.03

- A) The average time to be devoted to the presentation of courses and lessons, as well as to the student activities within the pupils' timetable shall not exceed:

- 1) twenty (20) hours and thirty (30) minutes for all full-time teachers at the primary level;
- 2) seventeen (17) hours and five (5) minutes for all full-time teachers at the secondary level.

- B) This average time shall be established on October 15 by dividing the total number of hours devoted to such activities for each of the full-time teachers at the level concerned by the total number of full-time teachers at that level. If the average teaching time for a given level exceeds the average teaching time specified in the preceding paragraph A), a compensation established in the following manner shall be added to the professional improvement budget for the following school year:

the difference between the actual average time and the average time provided for, divided by the average time provided for, multiplied by the number of full-time teachers at that level and multiplied by the average salary of those teachers.

- C) For the purposes of the preceding two (2) paragraphs, a full-time teacher shall be a regular teacher with the exception of a teacher on availability, a teacher in Field 38, a department head and a teacher who has obtained, in accordance with this agreement, a full-time or part-time leave of absence for the whole year.
- D) Unless there is an agreement to the contrary between the board and the union, at least sixty per cent (60%) of the workload shall be devoted to the presentation of courses and lessons as well as to the student activities within the pupils' timetable. This percentage shall be fifty per cent (50%) for department heads.

8-6.04 If the instruction provided to pupils covers a cycle other than a five (5) day cycle, the number of hours mentioned in this article shall be adjusted proportionately.

8-6.05 **Supervision of "Accueil" and Movement of Pupils not included in Workload**

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

8-7.00 **SPECIAL CONDITIONS**

8-7.01 **Access to Pupil's School Record**

The teacher shall have access to the pupil's school record subject to the respect for persons and for the code of ethics of the specialists who insert documents therein.

8-7.02 **Split Classes (Primary Level)**

In the case of a school which has one hundred (100) pupils or more at the primary level, a group may not be made up of pupils of more than two (2) levels, unless there is a different agreement between the board and the union.

The average number rather than the maximum number of pupils per group in split classes shall be used to determine excess situations and the compensation shall be calculated accordingly.

8-7.03 **Travelling Time of the Itinerant Teacher**

In the case of an itinerant teacher, the school board must take into account, when determining the twenty-seven (27) hours, the fact that the teacher must travel from one establishment to another where he teaches.

8-7.04 **Rooms**

The board shall endeavour to make rooms available to teachers where they will be able to perform work related to their duties.

8-7.05 Meal Period

- The teacher at the preschool and primary level shall be entitled to a period of at least seventy-five (75) minutes for his meal, unless there is a different agreement between the board and the union.
- The teacher at the secondary level shall be entitled to a period of at least fifty (50) minutes for his meal, this period shall begin between 11:00 and 12:30, unless there is a different agreement between the board and the union.

8-7.06 Secretariat

In a school where the principal has secretarial personnel at his disposal, the teacher may make use of this personnel to have work done which is directly related to his teaching, such as: reproducing documents, preparing stencils, typing and sending letters to parents. For this purpose, he shall approach the principal and indicate the work he would like to have done and the principal shall assign this work to his secretarial personnel according to the availability of the said personnel.

8-7.07 Specialist at the Primary Level

For the specialist who has from 26 to 30 different pupil groups at the primary level within the same week, the maximum time to be devoted to the presentation of courses and lessons shall be nineteen (19) hours and the workload shall be twenty-one (21) hours and thirty (30) minutes per regular workweek.

For the specialist who has over 30 different pupil groups at the primary level within the same week, the maximum time to be devoted to the presentation of courses and lessons shall be eighteen (18) hours and thirty (30) minutes and the workload shall be twenty-one (21) hours per regular workweek.

If the instruction dispensed to pupils covers a cycle other than a five (5) day cycle, the number of groups and the number of hours mentioned in this clause shall be adjusted accordingly.

8-7.08 Travel Expenses

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with

8-7.08 (cont'd) the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

8-7.09 Group Meetings and Meetings with Parents

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

8-7.10 Substitution

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

8-8.00 RULES CONCERNING THE FORMATION OF PUPIL GROUPS

- 8-8.01**
- A) For the purposes of applying this article, the average number of pupils per group shall be calculated at the board level. However, in establishing these averages, the board shall not take into account the pupil groups subject to organizational teaching modes such as team-teaching, conference courses, etc.
 - B) The rules concerning the formation of groups must be such that the average number of pupils per group for all the groups of each category of pupils described in this article cannot exceed the numbers indicated.
 - C) The said rules concerning the formation of pupil groups must be such that no pupil group shall exceed the maximums indicated, subject to the existence of a shortage of premises; to a limited number of groups per school, to the geographical location of the school or to a lack of qualified available personnel. In the case of the geographical location of the school, the board and the union may agree to the modalities of application for exceeding the indicated maximums.

8-8.01

- D) In order to take into account particular situations of certain localities, the board and the union may agree to other reasons for exceeding the maximum number of pupils per group.
- E) If in a group of pupils with learning or emotional problems there are pupils of different categories, the maximum and average number of this group shall be established in accordance with Appendix XXI.
- F) These maximums shall not apply to pupil groups subject to organizational teaching modes such as team-teaching, conference courses, etc.

Moreover, the maximum and average number shall not apply to a group of pupils in a special class identified as severely mentally retarded if the board provides visible support other than a teacher.

- G) The teacher whose group exceeds the maximum indicated shall be entitled to a monetary compensation calculated according to the formula provided for in Appendix XVIII under the following conditions:
 - 1) the number of pupils taken into account shall be that of pupils registered for at least half of the class days in a given month;
 - 2) no compensation shall be owed if an excess existing in September no longer exists on October 15;
 - 3) the occasional substitute shall not be entitled to any compensation.

8-8.02 At the preschool, the maximum and the average number of pupils per group shall be:

| | AV. | MAX. |
|--|-----|------|
| A) For regular groups: | | |
| 1) for the courses intended for the preschool classes, four (4) year olds: | 15 | 18 |
| 2) for the courses intended for the preschool classes, five (5) year olds: | 18 | 20 |
| B) For groups of pupils with learning or emotional problems: | | |
| 1) for the courses intended for special classes of pupils at the preschool five (5) year olds identified as having non-integrable motor disabilities, as trainable mentally retarded or as suffering from socio-emotional disturbances: | 8 | 10 |
| 2) for the courses intended for special classes of pupils at the preschool five (5) year olds identified as having cerebral palsy or physical disabilities or suffering from non-medically controlled epilepsy or as being multiply handicapped: | 6 | 8 |
| 3) for the courses intended for special classes of pupils at the preschool five (5) year olds indentified as deaf or hard of hearing, blind or partially sighted:..... | 5 | 7 |
| 4) for the courses intended for special classes of pupils at the preschool five (5) year olds identified as several mentally retarded: | 4 | 6 |
| C) For the groups of the "classes d'accueil" and linguistic support classes: | | |
| For the courses intended for pupils at the preschool, the "classe d'accueil" and the linguistic support classes:..... | 15 | 18 |

8-8.03

At the primary level, the maximum and the average number of pupils per group shall be:

| | AV. | MAX. |
|---|-----|------|
| A) For the regular groups: | | |
| 1) For the courses intended for the pupils of the first three (3) years of the primary level: | 25 | 27 |
| 2) For the courses intended for the pupils of the other years of the primary level:..... | 27 | 29 |
| B) For the groups of pupils with learning or emotional problems: | | |
| 1) for the courses intended for special classes of pupils at the primary level identified as having minor learning disabilities (including pupils in readiness or waiting classes), severe learning disabilities or being educable mentally retarded:..... | 15 | 17 |
| 2) for the courses intended for special classes of pupils at the primary level identified as trainable mentally retarded, having non-integrable motor disabilities, having slight or moderate cerebral palsy, suffering from physical disabilities, from nonmedically controlled epilepsy or from socio-emotional disturbances: | 10 | 12 |
| 3) for the courses intended for special classes of pupils at the primary level identified as multiply handicapped or having severe cerebral palsy: | 8 | 10 |
| 4) for the courses intended for special classes of pupils at the primary level identified as deaf, hard of hearing, blind or partially sighted:..... | 5 | 7 |
| 5) for the courses intended for special classes of pupils at the primary level identified as severely mentally retarded:..... | 4 | 6 |
| C) For the groups of the "classes d'accueil" and linguistic support classes: | | |
| For the courses intended for pupils of the "classes d'accueil" and linguistic support classes at the primary level:..... | 16 | 19 |

8-8.04

At the secondary level, the maximum and the average number of pupils per group shall be:

| A) For the regular groups: | AV. | MAX. |
|--|-----|------|
| 1) for the general courses from secondary I to V (including those intended for pupils enrolled in a long technical/vocational program) but excluding courses referred to in subparagraphs 2 and 3 which follow:..... | 30 | 32 |
| 2) for the general courses intended for pupils enrolled in a short technical/vocational program:..... | 18 | 21 |
| 3) for the Secondary III, IV or V technical exploration (or technical/vocational exploration) courses, introduction to technology courses and home economics courses (domestic science)..... | 20 | 23 |
| 4) for the Secondary III and IV technical/vocational courses of the FOREST WORKER and AGRICULTURAL WORKER profiles of the short technical/vocational program:..... | 10 | 13 |
| 5) for the Secondary II technical exploration (or technical/vocational exploration) courses intended for pupils oriented towards a short technical/vocational program in Secondary III and IV:..... | 17 | 20 |
| 6) for the technical/vocation courses of all profiles of the short technical/vocational program with the exception of the AGRICULTURAL WORKER and FOREST WORKER profiles:... | 17 | 20 |
| 7) for the Secondary V technical/vocational courses of the NURSING ASSISTANT profile in the long technical/vocational program: for training periods in hospital:..... | 6 | 6 |
| for courses given outside the hospital:.... | 17 | 20 |
| 8) for the Secondary V technical/vocational courses of the profiles in the AGRICULTURE and FORESTRY sectors, and for the intensive technical/vocational courses (CPI) in the same sectors:..... | 10 | 13 |

| | | AV. | MAX. |
|------------|--|-----|------|
| 8-8.04 A) | 9) for the technical/vocational courses in the BUSINESS EDUCATION sector, with the exception of workshop-classes or laboratories and with the exception of the Secondary V DATA PROCESSING OPERATOR profile: | 30 | 32 |
| (cont'd) | 10) for the technical/vocational courses in the BUSINESS EDUCATION sector in workshop-classes or laboratories: | 19 | 22 |
| | 11) for the Secondary IV and V technical/vocational courses of all profiles, the intensive long technical/vocational courses (CPI), and the supplementary technical/vocational courses, with the exception of the courses referred to in the preceding subparagraphs 7, 8, 9 and 10: | 19 | 22 |
| B) | For the groups of pupils with learning or emotional problems: | | |
| | 1) for the courses intended for special classes of pupils at the secondary level identified as having severe learning disabilities or as educable mentally retarded: | 18 | 20 |
| | 2) for the courses intended for special classes of pupils at the secondary level identified as trainable mentally retarded, as having non-integrable motor disabilities, as having slight or moderate cerebral palsy, as physically disabled, as socio-mentally disturbed or suffering from non-medically controlled epilepsy: | 12 | 14 |
| | 3) for the courses intended for special classes of pupils at the secondary level identified as having severe cerebral palsy or being multiply handicapped: | 9 | 11 |
| | 4) for the courses intended for special classes of pupils at the secondary level identified as deaf or hard of hearing, as blind or partially sighted: | 5 | 7 |
| | 5) for the courses intended for special classes of pupils at the secondary level identified as severely mentally retarded: | 4 | 6 |

8-8.04 C) For the group of the "classes d'accueil" and the AV. MAX.
(Cont'd) linguistic support classes:

For the courses of a general program from Secondary I to V intended for pupils of the "classes d'accueil" and the linguistic support classes: .. 16 19

8-9.00 PROVISIONS CONCERNING PUPILS WITH LEARNING OR EMOTIONAL PROBLEMS

8-9.01 For the purposes of applying this article, the following definitions shall apply:

- Total integration refers to the process by which a pupil no longer participates in any of the educational activities of a group of pupils with learning or emotional problems; he is integrated into a regular group for all of his time in school.
- Partial integration refers to the process by which a pupil participates for a part of his time in school in educational activities of a group of pupils with learning or emotional problems and is integrated for the other part of his time into a regular group.

8-9.02 No later than June 15, the board shall identify for the following year, within all its categories of personnel, the specialized resources available in the schools and board for services to pupils with learning or emotional problems and shall so inform the committee provided for in clause 8-9.04.

8-9.03 The board must adopt a policy on special education services for pupils with learning or emotional problems. The policy must establish the terms and conditions for the integration of pupils and the support services to be provided to these pupils.

8-9.04 The board and the union shall set up an advisory committee of teachers for pupils with learning or emotional problems. The committee's mandate shall be:

- a) to give its view on the elaboration of a policy on the organization of special education services for pupils with learning or emotional problems;
- b) to make recommendations concerning the implementation of this policy;
- c) to suggest the terms and conditions for integrating pupils and the support services to be given to these pupils.

If the board does not accept recommendations made by the committee, it shall state its reasons to the committee in writing.

8-9.05

- A) The pupils identified as having learning or emotional problems may be integrated totally or partially into regular groups or regrouped in special classes in accordance with the policy on the organization of special education services for pupils with learning or emotional problems.
- B) For the purposes of applying the rules concerning the formation of pupil groups, when pupils are placed in regular classes they shall be considered as belonging to the pupil category in which they are integrated if the board provides support services to the teacher, if not, they shall be weighted according to a factor determined in Appendix XX. However, the policy may provide for support services and weighting.
- C) A pupil identified as having learning or emotional problems shall so remain until such time as the committee provided for in clause 8-9.07 has had the opportunity to give its view on the revision of his condition.
- D) On the date of the coming into force of this entente, the pupils with learning or emotional problems who were totally or partially integrated shall so remain until such time as the committee provided for in clause 8-9.07 has had the opportunity to give its view on the revision of their condition. Moreover, pupils identified in one of the categories provided for in Appendix XIX shall so remain until such time as the committee has had the opportunity to give its view on the revision of their condition.

8-9.06

When a teacher detects a pupil in his class who, in his opinion, demonstrates special learning or emotional problems or shows signs of a physical or mental handicap, he shall report it to the school administration so that the case may be studied by the committee provided for in clause 8-9.07. This clause shall apply to both regular and special classes.

8-9.07

- A) The school principal shall set up an ad hoc committee made up of a representative of the school administration, a professional and the teacher(s) concerned to ensure that each case is studied and that the progress of a child with learning or emotional problems is adequately followed. In particular, the committee's mandate shall be:
 - 1) to study each case submitted;
 - 2) to request the necessary evaluations from qualified personnel;

8-9.07 A)
(cont'd)

- 3) to receive, within thirty (30) days of the request, the evaluation report provided for in the preceding subparagraph;
 - 4) to give its view to the school principal on a pupil's classification, his integration, if need be, and the support services to be given to the pupil;
 - 5) to oversee the implementation of the measures adopted concerning the intervention plan and the follow-up of the integration, if need be;
 - 6) where applicable, resume the process provided for in subparagraphs 1) to 5) which precede in order to give its view on the revision of the condition and identification of a pupil with learning or emotional problems.
- B) The measures adopted under subparagraph 4) of the preceding paragraph shall apply, where applicable, within fifteen (15) days of the notice given to the school principal.
- C) When the school's competent authority does not accept recommendations made by the committee provided for in this clause, he shall state his reasons to the members of the said committee within fifteen (15) days of the notice given to the principal.
- D) The ad hoc committee may, at any time, use additional resources and, if it deems necessary, meet with the pupil himself.

8-9.08

The integration of pupils with learning or emotional problems shall only take place if the board has adopted a policy on special education services and the integration respects such a policy.

8-10.00

DEPARTMENT HEAD (SECONDARY LEVEL ONLY)

If the board decides to appoint teachers to the position of department head, they shall be under the responsibility of the school administration and their appointment shall only be valid insofar as this article is respected in its entirety.

8-10.01

The position of department head shall comprise two aspects, namely his function as a teacher and his actual function as department head.

8-10.02

As regards his actual function as department head, the department head must carry out the following duties and responsibilities:

- 1) To assume the coordination and animation tasks related to teaching and/or to student activities;
- 2) to act as coordinator and animator for the teachers in his department and to encourage them to develop and jointly define, within the framework of the policies and the programs in effect, the content, the teaching methods and techniques, as well as the measurement and evaluation methods which are likely to promote pupil learning; and/or to take the necessary steps to stimulate the participation of the teachers in his department in the organization, supervision and animation of student activities;
- 3) in particular, to assist the teacher on probation in his department and participate in his evaluation;
- 4) at the request of his superior, to collaborate in the determination of the needs in teaching and consumable materials for his department and in the control of their use;
- 5) to counsel and advise his superior on the pedagogical activity.

8-10.03

Each department head must be released from a portion of his workload in order to allow him to better fulfill his function as department head. The time of this release must be devoted exclusively to his function as department head. It shall be the board's responsibility to determine this portion for each department head, it being specified that this partial release may not exceed 40% of the workload of a full-time teacher at the secondary level.

8-10.04

The appointment of a teacher as department head shall terminate automatically and without notice on June 30.

CHAPTER 9-0.00 SETTLEMENT OF GRIEVANCES AND TERMS AND CONDITIONS FOR AMENDING THE ENTENTE

SECTION I: GRIEVANCE AND ARBITRATION (NOT ONLY AS TO MATTERS NEGOTIATED LOCALLY)

9-1.00 PROCEDURE FOR SETTLING GRIEVANCES

9-1.01 Every teacher, accompanied or not by the union delegate of his school may, if he so desires, try to solve his problem with the competent authority before the notice of grievance. If necessary, the union delegate shall be released from his teaching duties for the time required to meet with the competent authority.

9-1.02 In order to settle, as quickly as possible, every grievance which may arise during the life of this entente, the board and the union shall agree to comply with the procedure provided for in this article.

9-1.03 The union shall send a written notice to the board by registered or certified mail, delivered by hand or by bailiff that a grievance has arisen. The notice of grievance must state, without prejudice, the facts which gave rise to the grievance and, for information purposes, the articles or clauses involved and the required corrective measure.

The notice of grievance must be mailed or delivered within ninety (90)⁽¹⁾ days of the date of the event that gave rise to the grievance.

9-1.04 Within fifteen (15) days of the receipt of the notice of grievance, a meeting must take place at the date, time and place agreed by the parties to try to find a solution to the grievance.

The plaintiff may attend the meeting, if he so desires.

(1) Read one hundred and twenty (120) days for the commission scolaire du Littoral.

9-1.05 Within twenty-five (25) days of the mailing or delivery of the notice of grievance, the authority designated by the board shall inform the union in writing of the board's position concerning the grievance lodged.

9-1.06 If the meeting referred to in clause 9-1.04 has not taken place within the time limits stipulated or if the response of the board mentioned in clause 9-1.05 is deemed inadequate or unsatisfactory or was not received within the time limits prescribed, the union may, according to the procedure described in article 9-2.00, submit the grievance to arbitration.

9-1.07 The union and the board may agree, in writing, to change the date, time or place of the meeting provided for in clause 9-1.04 or to extend the time limits provided for in clause 9-1.05.

The date of the post office receipt for the documents forwarded by registered or certified mail shall constitute prima facie proof for calculating the time limits provided for in articles 9-1.00 and 9-2.00.

9-1.08 No teacher shall be subjected to intimidation, reprisals or discrimination because he is involved in a grievance.

9-2.00 ARBITRATION

9-2.01 Any grievance may be referred to arbitration by the union according to the procedure provided for in this article:

9-2.02 The union wishing to submit a grievance to arbitration must, within forty-five (45)⁽¹⁾ days following the expiry of the time limit prescribed in clause 9-1.05, give a written notice of

(1) Read sixty (60) days for the commission scolaire du Littoral.

**9-2.02
(cont'd)**

grievance to this effect to the board and to the chief arbitrator⁽¹⁾ whose name appears in clause 9-2.03. Such notice must contain a copy of the grievance and must be forwarded by registered letter, certified mail, delivered by hand or served by bailiff.

However, notwithstanding the preceding paragraph, the union may forward its grievance to arbitration as soon as it has received the decision of the board as provided for in clause 9-1.05.

9-2.03

A) For the duration of this entente, every grievance submitted to arbitration shall be decided upon by an arbitrator or by an arbitrator assisted by two (2) assessors. The arbitrator shall be chosen from among the following:

- 1) Jean-Guy Ménard, chief arbitrator
Michel Bergevin
Rodrigue Blouin
Marc Boisvert
Martin Côté
Gilles Ferland
François G. Fortier
Harvey Frumkin
François Hamelin
André Ladouceur
Jean Morency
Marcel Morin
Claude Rondeau

2) Any other person appointed by the Centrale, the Fédération and the Ministère to act as arbitrator.

B) Unless the hearing has already begun, every grievance submitted to arbitration by virtue of former agreements shall be referred to an arbitrator or an arbitrator assisted by assessors in accordance with this article.

(1) Address of chief arbitrator:
RECORDS OFFICE OF ARBITRATION TRIBUNALS
Education Sector
Palais de Justice
300 Jean Lesage Blvd.
5th Floor, Room 512
Québec (Québec)
G1K 8K6

**9-2.03
(cont'd)**

- C) Every arbitrator appointed by virtue of this clause shall be deemed competent to act as arbitrator who shall decide, in conformity with the provisions of the document annexed to Order-in-Council # 3811-72 and the 1975-1979, 1979-1982 and 1983-1985 agreements, on any legal grievance arising from these provisions; the foregoing shall not remove from the jurisdiction of other arbitrators or chairmen of an arbitration tribunal any grievance referred to them by the first chairman before the date of the coming into force of this entente.

The chief arbitrator appointed by virtue of this clause shall be deemed competent to act as first chairman or chief arbitrator for the grievances submitted within the framework of the preceding paragraphs.

- D) Any grievance which legally arose before the expiry of the 1983-1985 agreement and which was submitted to arbitration after its expiry within the time limits prescribed in the 1983-1985 agreement shall be held as validly submitted to arbitration. To this end, the board, the Fédération and the Ministère shall not raise the objection of non-arbitrability on the grounds of the non-existence of working conditions after the expiry of the said agreement.

9-2.04

The arbitrator to whom a grievance is referred shall be assisted by an assessor designated by the Centrale and an assessor designated jointly by the Fédération and the Ministère.

Every assessor thus appointed shall be deemed competent to sit, whatever his past or present activities, his interests in the litigation or his functions in the union, the board or elsewhere.

9-2.05

As of his appointment, every chief arbitrator, before acting, shall take an oath or shall pledge on his honour before a Superior Court Judge to render his decisions in conformity with the law and the provisions of the agreement and according to equity and good conscience.

Upon their appointment, each of the arbitrators shall take an oath or shall pledge on his honour, before the chief arbitrator, for the life of the agreement, to render their decisions in conformity with the law and the provisions of the agreement and according to equity and good conscience. Thereafter, at the

9-2.05
(cont'd)

beginning of each arbitration, the arbitrator shall receive the oaths or pledge on their honour from the assessors to render their decisions in conformity with the law and the provisions of the agreement and according to equity and good conscience.

9-2.06

Following the recording of the notice of arbitration mentioned in clause 9-2.02, the records office shall acknowledge receipt, without delay, to the union and the board. A copy of this acknowledgement, of the grievance and of the notice of arbitration shall be sent without delay to the Centrale, the Fédération and the Ministère.

9-2.07

The chief arbitrator or, in his absence, the chief records clerk, under the authority of the chief arbitrator, shall:

- a) prepare the monthly arbitration roll in the presence of the representatives of the parties to the entente;
- b) appoint an arbitrator from the list mentioned in clause 9-2.03;
- c) set the time, date and place of the first arbitration session;
- d) indicate, for each grievance, whether it is a summary arbitration or not, while respecting the criteria stipulated in clause 9-3.01.

The records office shall notify the arbitrators, the parties concerned, the Centrale, the Fédération and the Ministère.

9-2.08

The Centrale, the Fédération and the Ministère shall inform the records office of the name of an assessor of their choice for each arbitration appearing on the monthly roll within fifteen (15) days of the entering of the case on the arbitration roll.

9-2.09

Subsequently, the arbitrator shall set the time, date and place of the subsequent sessions, where applicable, and shall so inform the records office; the records office shall notify the assessors, the parties concerned, the Centrale, the Fédération and the Ministère. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors.

- 9-2.10 The arbitrator or assessor shall be replaced according to the procedure established for the original appointment.
- 9-2.11 If an assessor is not designated in accordance with the original nomination procedure, or if an assessor is not replaced before the date set for the hearing, the arbitrator shall appoint him, ex officio, on the day of the hearing.
- 9-2.12 The arbitrator shall proceed with diligence in the investigation of the grievance according to the procedure and evidence that he deems appropriate.
- 9-2.13 At any time before the first deliberation meeting, the Centrale, the Fédération and the Ministère may individually or collectively intervene and make any representation that they deem appropriate or pertinent.
- However, if one of the aforementioned parties wishes to intervene, it shall inform the other parties of its intention and of the subject of its intervention.
- 9-2.14 The arbitration sessions shall be public. The arbitrator may, however, on his own initiative or at the request of one of the parties, order the session to be held in camera.
- 9-2.15 The arbitrator may deliberate in the absence of an assessor provided he has notified him in accordance with clause 9-2.09 at least seven (7) days in advance.
- 9-2.16 Except in the case of the production of written notes where the board and the union may agree to extend the time limit, the arbitrator must render his decision within forty-five (45) days following the end of the hearing. However, the decision shall not be null for the sole reason that it was rendered after the expiry of the time limits.
- The chief arbitrator may not assign a grievance to an arbitrator who has not rendered a decision within the time limit allotted as long as the decision has not been rendered.

- 9-2.17
- A) The decision shall state the reasons therefor and shall be rendered in writing; it shall be signed by the arbitrator.
 - B) Any assessor may make a separate report and include it with the decision.
 - C) The arbitrator shall file the signed original copy of the decision at the records office and, where applicable, shall also send a copy to the two assessors.
 - D) The records office, under the responsibility of the arbitrator or the chief arbitrator, shall forward a copy of the said decision and the separate report, where applicable, to the parties involved, the Ministère, the Fédération and the Centrale and shall file, on behalf of the arbitrator, two (2) certified copies at the records office of the labour commissioner-general's office.

9-2.18 At any time, before his final decision, an arbitrator may render any interim or interlocutory decision that he deems just and useful.

The decision shall be final, executory and shall bind the parties.

9-2.19 The arbitrator may not, by his decision regarding a grievance, modify, subtract from or add to the clauses of this agreement.

9-2.20 The arbitrator, eventually called upon to decide whether or not a grievance is well-founded, shall have the authority to uphold it or to reject it, in whole or in part, and to determine the compensation that he deems equitable for the loss suffered by the teacher because of the board's error in interpreting or applying the agreement.

This clause shall also apply in the case of grievances contesting the non-re-engagement because of surplus of personnel of a full-time teacher provided that the procedure prescribed in article 5-8.00 has been totally followed by the said teacher and that the only reason given by the board for its decision to non-re-engage him is surplus of personnel and this, even if he has not held a pedagogical or educational function for two (2) eight (8) month periods.

- 9-2.21** The chief arbitrator shall choose the chief records clerk.
- The chief records clerk shall assign the hearing-clerks to the various arbitration sessions.
- 9-2.22** The expenses and fees of the arbitrators and the costs of the records office shall be borne by the Ministère.
- The hearings and the deliberations shall be held in rooms supplied free of rental charge.
- 9-2.23** The assessors shall be remunerated and reimbursed for their expenses by those whom they represent.
- 9-2.24** If one party requires the services of an official stenographer, the fees and expenses shall be the responsibility of the party which requested them.
- If the official stenographer's notes are transcribed, a copy shall be forwarded free of charge by the stenographer to the arbitrator before the beginning of the deliberations.
- 9-2.25** The arbitrator shall convey or otherwise serve, any order, document or procedure issued by him or by the parties involved. At the request of one of the parties, the arbitrator may summon a witness in accordance with the Labour Code.

9-3.00 SUMMARY ARBITRATION

- 9-3.01** Shall be referred to summary arbitration:
- a) any grievance concerning one of the following articles:
 - Articles: 3-6.00, 5-5.00 and 5-14.00.
 - The above mentioned articles to which the Chapter on Adult Education refers.
 - b) any individual grievance concerning a salary cut the amount of which is equivalent to four (4) days of salary or less;

9-3.01 (cont'd) c) any grievance which the parties (board and union) explicitly agree to refer to summary arbitration. In such case, a notice signed jointly by the authorized representatives of the parties, attesting such agreement, shall be sent to the records office along with the arbitration notice provided for in clause 9-2.02.

9-3.02 Any grievance referred to arbitration according to paragraph d) of clause 9-2.07 and the procedure provided for in this article shall be heard by a single arbitrator.

9-3.03 The arbitrator must hear the grievance immediately and render his decision within fifteen (15) days of the end of the hearing.

9-3.04 The arbitrator must hear the grievance on its merits before rendering a decision on a preliminary objection unless he can settle it from the bench. In this case, he must subsequently justify his decision on the objection.

9-3.05 The arbitrator's decision must contain a brief description of the dispute and a summary of the reasons supporting its conclusion. Such decision may not be cited or used by anyone as regards the arbitration of any other grievance unless this grievance is related to an identical dispute between the same board and the same union and deals with the same facts and clauses.

9-3.06 The provisions of articles 9-1.00 and 9-2.00 shall apply by adapting them to the summary arbitration procedure provided for in this article except for clauses 9-2.04, 9-2.08, 9-2.11, 9-2.13, 9-2.15, the first paragraph of clause 9-2.16, paragraphs A) and B) of clause 9-2.17 and clauses 9-2.23 and 9-2.24.

SECTION 2: GRIEVANCES AND ARBITRATION (ONLY AS TO MATTERS NEGOTIATED LOCALLY)

9-4.00 This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

SECTION 3: TERMS AND CONDITIONS FOR AMENDING THE ENTENTE

9-5.00 AMENDMENTS TO THE ENTENTE

9-5.01 The Management Committee on the one hand and the Centrale on the other hand must meet at either party's request to discuss any question relating to the teachers' working conditions and to adopt the appropriate solutions. Any solution accepted in writing by the Management Committee on the one hand and the Centrale on the other hand, may have the effect of subtracting from or modifying any of the provisions of this entente or of adding one or more other provisions to this entente. However, all solutions so accepted, are applicable only with the written consent of the board and the union.

9-5.02 The provisions of this article must not be interpreted as constituting a revision of this agreement which could lead to a dispute as defined in the Labour Code.

9-6.00 LOCAL ARRANGEMENTS

9-6.01 Local or regional arrangements within the meaning of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2) may be negotiated and agreed upon to the extent that this entente provides that the board and the union may agree to implement or replace a provision negotiated and approved at the national level.

9-6.02 Such an arrangement arising from a clause which comes into force on July 1, 1987 may be negotiated and agreed upon as of the coming into force of this entente even if it is effective only as of July 1, 1987.

CHAPTER 10-0.00 GENERAL PROVISIONS

10-1.00 NULLITY OF A STIPULATION

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

10-2.00 INTERPRETATION OF TEXTS

10-2.01 The French text shall constitute the official text of this agreement.

10-2.02 (Protocol)

The Ministère and the Fédération on the one hand and the Centrale the other hand shall agree to an English translation of the official text negotiated and agreed upon in French by the Management Committee on one hand and the Centrale on the other hand.

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

a) the aims of the Fédération, the Ministère and the Centrale in negotiating and concluding ententes on the provisions of the collective agreements in the education sector;

and

b) the ententes concluded between the Fédération, the Ministère and the Centrale in these specific cases.

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

10-2.04 A) The appendices, with the exception of Appendices II, X, XI, XVII, XIX, XXII, XXIV to XXX and XXXII to XXXVIII shall form an integral part of the agreement.

10-2.04
(cont'd)

- B) In the event of a grievance concerning Appendix XIV, arbitration shall take place in accordance with Chapter 9-0.00 except that the arbitrator and assessors are members of the review committee provided for in clause 6-1.07; the chairman shall act as arbitrator.
- C) In the event of a grievance concerning Appendix XX or Appendix XXI, only the calculation provided for therein may be the subject of arbitration.
- D) The following Appendices to the 1983-85 collective agreement form and integral part of the present entente as if they were reproduced in full:
 - 1) Appendix XXVII: Schefferville School Board
 - 2) Appendix XLIII: Transfer and integration norms for teaching personnel for July 1, 1985
 - 3) Appendix XLIV: Appendix regarding the closing of Gagnon
 - 4) Appendix XLV: Transfer and integration norms for teaching personnel for July 1, 1986

10-3.00 **COMING INTO FORCE OF THIS ENTENTE**

10-3.01 This entente shall come into force on the date it is signed and shall expire on December 31, 1988. The working conditions applicable on December 31, 1988 shall continue to apply until the coming into force of a new entente.

10-3.02 This entente shall not have any retroactive effect except for:

- a) the cases specified in article 10-12.00;
- b) the cases specified in the following articles and clauses, which have a retroactive effect to July 1, 1986:
 - article 5-2.00;
 - paragraph A) of clause 5-3.22;
 - clause 5-10.40;

10-3.02 b)
(cont'd)

- article 6-4.00;
- c) clause 5-10.13, which has a retroactive effect to January 1, 1987.

10-3.03

Notwithstanding clause 10-3.01, the following provisions shall come into force on July 1, 1987; until that date, the corresponding provisions of the 1983-1985 agreement shall continue to apply:

- clauses 5-1.10 and 5-1.12;
- clause 5-3.06;
- clauses 5-4.01 and 5-4.03;
- clause 5-5.03;
- paragraph B) of clause 6-7.03;
- article 7-1.00;
- clauses 8-5.01 to 8-5.03;
- clauses 8-6.01 to 8-6.04;
- clauses 8-7.02, 8-7.03, 8-7.05 and 8-7.07;
- article 8-8.00; notwithstanding this, the new rules for the formation of groups for technical/vocational courses in the business education sector in workshop-classes or laboratories provided for in subparagraph 10 of paragraph A) of clause 8-8.04 shall apply for the 1986-1987 school year, but solely for the purposes of establishing a compensation as calculated in accordance with Appendix IV of the 1983-1985 agreement;
- clauses 8-9.05 to 8-9.08; notwithstanding this, the committee provided for in clause 8-9.07 shall proceed with case studies and shall make appropriate recommendations for the 1987-1988 school year;
- clauses 11-8.07 and 11-10.04
- Appendices I, XVIII and XXI.

10-3.04 Unless stipulated to the contrary, this entente shall replace all the provisions of the former agreement with the exception of those which are negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

10-4.00 REPRISALS AND DISCRIMINATIONS

10-4.01 No board representative, union delegate or representative shall be subjected to any sort or reprisal or discrimination in the course of or as a result of the carrying out of his duties.

10-4.02 The board and the union shall recognize for every teacher the right to exercise in complete equality the rights and freedoms affirmed in the Charter of Human Rights and Freedoms (R.S.Q., Chapter C-12).

The board shall expressly agree to respect, in its actions, attitudes and decisions, the exercise by every teacher in complete equality of human rights and freedoms, without distinction, exclusion or preference which could lead to discrimination as defined in the Charter mentioned in the preceding paragraph.

10-4.03 No reprisal, threat or constraint shall be made against a teacher as a result of the exercise of a right that this agreement or the law recognizes for him.

10-5.00 INTERDICTION

Strikes and lockouts shall be forbidden to every person as of the coming into force of this entente and for as long as the right to strike and lock-out is not acquired in accordance with the provisions of the Labour Code.

10-6.00 (Protocol) PRINTING

10-6.01 The text of the entente shall be printed at the expense of the Ministère and the Fédération. The Centrale shall be entitled to 80,000 copies and shall ensure their distribution to the teachers (Appendix XXXVII).

10-7.00 BUDGETARY RULES

- 10-7.01**
- A) As soon as the board receives the draft budgetary rules for consultation from the Ministère it shall forward a copy thereof to the union and shall notify the union of the time allotted by the Ministère in which to respond to the consultation. The union shall, within the time allotted, make comments that it deems appropriate to the board.
 - B) No later than May 31 of each year, the board shall forward the information to the union concerning the application of the budgetary rules to the board as contained in the following documents:
 - the budgetary rules for the following year;
 - the board's specific allocation parameters for the normalized basic allocations and the supplementary basic allocations;
 - the board's specific calculation of the subsidized cost per teacher.
 - C) Once its budgetary forecasts for the following year have been approved, the board shall forward a copy thereof to the union.
 - D) No later than November 15 of each year, the board shall forward a copy of its budget revised on the basis of the number of pupils on September 30 to the union.

10-8.00 EQUAL OPPORTUNITY

10-8.01 Before implementing a voluntary equal opportunity program, the board shall consult the participating body of teachers at the board level as determined within the framework of Chapter 4-0.00.

10-8.02 An equal opportunity program shall contain, in particular, the following elements:

- objectives;

- 10-8.02 (cont'd)**
- corrective measures;
 - time line;
 - control mechanisms, allowing the evaluation of progress realized and problems encountered.

10-8.03 An equal opportunity measure which adds to, subtracts from or modifies a provision of the entente, must be the subject of a written agreement in accordance with article 9-5.00 in order to be valid.

10-9.00 TECHNOLOGICAL CHANGES

10-9.01 The use of a computer by a teacher as part of his teaching duties shall be a subject submitted to the participating body of teachers at the board level determined within the framework of Chapter 4-0.00.

10-9.02 The use of a computer by a teacher in carrying out tasks related to his general duties shall be a subject submitted to the participating body of teachers at the board level determined within the framework of Chapter 4-0.00.

10-10.00 SEXUAL HARASSMENT IN THE WORKPLACE

10-10.01 Sexual harassment in the workplace is defined as imposed or unwanted sexual advances compromising a right recognized by this agreement.

10-10.02 The teacher shall be entitled to work in an environment free of sexual harassment; to this effect, the board shall take reasonable measures in order to promote a working environment free of sexual harassment and to stop any sexual harassment brought to its attention.

10-10.03 The teacher who claims to have been sexually harassed may meet with a board representative in order to try to find a solution to his problem; during a meeting with the board within the framework of this clause, a union representative may accompany the teacher, if the latter so desires.

10-10.04 Any grievance regarding sexual harassment in the workplace shall be submitted to the board by the plaintiff or the union, with the consent of the plaintiff, according to the procedure provided for in article 9-1.00.

10-10.05 Within ten (10) days of the plaintiff's written request, the board and the union shall establish an ad hoc committee made up of one member designated by each party.

The committee's mandate shall be to study the grievance, the facts and circumstances which gave rise to the grievance and to recommend, where applicable, the measures which it deems appropriate.

The committee shall submit its report within thirty (30) days of the date on which the establishment of the committee was requested.

10-10.06 The names of persons involved and the circumstances surrounding the grievance must be treated in a confidential manner, particularly by the board and the members of the committee, except if such information is required for the purposes of the inquiry concerning the grievance or the application of a measure taken by virtue of the agreement.

10-10.07 Should a solution be deemed unsatisfactory, the plaintiff or the union, with the consent of the plaintiff, may refer the grievance to arbitration in accordance with the procedure provided for in article 9-2.00. If a committee was established, the grievance shall be referred to arbitration within forty-five (45) days of the committee's report.

10-10.08 A grievance dealing with sexual harassment shall be given priority.

10-11.00 **HYGIENE, OCCUPATIONAL HEALTH AND SAFETY**

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

10-12.00 RETROACTIVITY

10-12.01 A full-time or part-time teacher in the employ of the board between the 101st day of work of the 1985-1986 school year and the date of the coming into force of this entente shall be entitled to a retroactive payment equal to the positive difference, if any, between:

- the salary, including, if applicable,
 - . the supplements provided under article 6-6.00;
 - . the remuneration to be paid for replacement according to clause 6-8.02;
 - . the remuneration to be paid for excess periods under paragraph D) of clause 8-6.02 and of clause 11-10.04;
 - . the premiums for regional disparities provided in Chapter 12-0.00;
 - . and the annual supplements specified in article 8 of Appendix V of this agreement.

to which he would have been entitled for the period between the 101st day of work of the 1985-1986 school year and the date of the coming into force of this entente as a result of the application of the provisions of Chapter 6-0.00, taking into account the length of his service during the same period;

AND

- all amounts received by the teacher for the same period in terms of salary, including, if applicable,
 - . the supplements provided under article 6-6.00,
 - . the remuneration received for replacement provided under paragraph E of clause 8-6.04,
 - . the remuneration granted for excess periods under clauses 8-4.04 and 11-10.04,
 - . the premiums for regional disparities provided in Chapter 12-0.00,
 - . and the annual supplements provided in article 8 of Appendix XX,

the foregoing in accordance with the 1983-1985 agreement.

10-12.02 A teacher who benefitted, between the 101st day of work of the 1985-1986 school year and the date of the coming into force of this entente, from a relocation premium, severance pay or employment premium shall be entitled to a retroactive payment equal to the positive difference, if any, between such allowance or premium calculated according to the salary applicable for such period and the allowance or premium actually paid.

10-12.03 A teacher-by-the-lesson or an occasional substitute in the employ of the board between the 101st day of work of the 1985-1986 school year and the date of the coming into force of this entente shall be entitled to a retroactive payment equal to the positive difference, if any, between:

- the remuneration to which he would have been entitled for the period between the 101st day of work of the 1985-1986 school year and the date of the coming into force of this entente as a result of the application of the provisions of Chapter 6-0.00 concerning these teachers, taking into account the length of his service during the same period;

AND

- all amounts received as remuneration for the same period.

10-12.04 A teacher at an hourly rate in adult education in the employ of the board between the 101st day of work of the 1985-1986 school year and the date of the coming into force of this entente shall be entitled to a retroactive payment equal to the positive difference, if any, between:

- the remuneration to which he would have been entitled for the period between the 101st day of work of the 1985-1986 school year and the date of the coming into force of this entente as a result of the application of clause 11-2.02, taking into account the length of his service as a teacher in the adult education sector during the same period;

AND

- all amounts received as remuneration for the same period as a result of the application of clause 11-2.02 of the 1983-1985 agreement.

10-12.05 The amounts due as retroactivity as a result of the application of clauses 10-12.01 to 10-12.04 shall be paid within sixty (60) days of the coming into force of this entente to every teacher still in the employ of the board on the date of the coming into force of this entente.

10-12.06 The amounts due as retroactivity as the result of the application of clauses 10-12.01 and 10-12.02 shall be paid within sixty (60) days of the coming into force of this entente to a teacher who is no longer in the employ of the board or to his beneficiaries, where applicable. However, such amounts shall no longer be payable to such teacher or his beneficiaries, where applicable, sixty (60) days following the expiry of the aforementioned time limit if the board is not responsible for the non-payment of such amounts.

10-12.07 The amounts due as retroactivity as a result of the application of clauses 10-12.03 and 10-12.04 to every teacher no longer in the employ of the board on the date of the coming into force of this entente shall only be payable to such a teacher or his beneficiaries, where applicable, if the teacher or his beneficiaries, as the case may be, submit a written request to the board within ninety (90) days of the coming into force of this entente, unless the board and the union agree on different methods of payment.

CHAPTER 11-0.00 ADULT EDUCATION

11-1.00 DEFINITIONS

11-1.01 Chapter 1-0.00 shall apply along with the following definitions:

11-1.02 Adult Education Specialties

For the purposes of applying clauses 11-2.03, 11-7.03 and article 11-10.00, the specialties shall be those defined as such by the board after consultation with the union, including the following specialties: heavy machinery operator, heavy machinery mechanics, linesman, heavy vehicle driver.

11-2.00 TEACHERS AT AN HOURLY RATE

11-2.01 Only the articles and clauses in which they are expressly referred to as well as the following articles and clauses shall apply to teachers at an hourly rate employed directly by the board to teach adults within the framework of the said courses:

- articles 10-1.00, 10-2.00, 10-4.00, 10-5.00 and 10-12.00;
- clauses 10-3.01, 10-3.02 and 10-3.04;
- article 11-1.00;
- clauses 11-2.02, 11-2.03 and 11-2.04.

11-2.02

The teacher at an hourly rate shall be remunerated on the basis of the rates set hereinafter:

| PERIODS CONCERNED | HOURLY RATE |
|--|-------------|
| As of the 101st day of work of the 1985-1986 school year | \$27.22 |
| As of the 101st day of work of the 1986-1987 school year | \$28.31 |
| As of the 101st day of work of the 1987-1988 school year (1) | \$29.58 |

These rates shall be for fifty (50) to sixty (60) minutes of teaching and the teacher at an hourly rate, whose periods are of a lesser duration than fifty (50) minutes or of a longer duration than sixty (60) minutes shall be remunerated as follows: every period less than fifty (50) minutes or more than sixty (60) minutes shall be equal to the number of minutes of teaching divided by fifty (50) and multiplied by the hourly rate provided for hereinafter for his category.

Even if these rates are only paid when work is carried out, they shall include payment for work carried out and for the same paid legal holidays as those of regular teachers.

11-2.03

The board shall encourage, in choosing teachers at an hourly rate, the reduction of double employment.

Unless there is an agreement to the contrary between the board and the union, on September 1, 1987, for the general and technical/vocational courses, the board shall draw up a list by

(1) Where applicable, the increase provided for under clause 6-5.08 shall apply.

**11-2.03
(cont'd)**

specialty of the teachers at an hourly rate who worked in adult education during the last twelve (12) months and whom it decides to recall. For each of the names on the recall list, the board shall enter the number of hours taught at the board in that specialty during that period. This recall list shall be comprised of teachers who do not have full-time employment. Subsequently, on September 1 of each of the following school years, the board shall add to the recall list, by specialty, the names of new teachers at an hourly rate who worked in adult education during the last twelve (12) months and whom it decides to recall. Needless to say, these teachers must not have fulltime employment.

It is also understood that the recall lists which are presently in existence in certain school boards will continue to exist by virtue of the present clause and that the names of teachers who appear on these lists must be integrated in the recall list provided for in this clause.

If the board decides to engage teachers at an hourly rate, it shall offer the position to the teacher who has the most hours on the list in the specialty concerned.

11-2.04

The teacher at an hourly rate shall be entitled to the procedure for settling grievances with regard to the articles and clauses mentioned in this article as well as in the articles and clauses in which they are expressly referred to.

11-3.00

FULL-TIME AND PART-TIME TEACHERS

11-3.01

Articles 11-1.00 and 11-3.00 to 11-15.00 shall apply to regular full-time and part-time teachers employed directly by the board to teach adults under the jurisdiction of the board, by virtue of the authorization of the Ministre provided for in the Education Act (R.S.Q., Chapter 1-14)

11-3.02

Whenever the term "school" is mentioned in a clause or article of the present chapter this term "school" should read "center".

11-4.00

FIELD OF APPLICATION AND RECOGNITION

11-4.01

Recognition of the local parties

This matter shall be negotiated and agreed upon at the local or

11-4.01 (cont'd) regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

11-4.02 Recognition of the National Parties

Article 2-3.00 applies

11-5.00 UNION PREGORATIVES

11-5.01 Communications and Posting of Union Notices

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2)

11-5.02 Use of School Board Premises for Union Purposes

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

11-5.03 Documentation to be Provided to Union

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

11-5.04 Union System

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

11-5.05 Union Delegate

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

11-5.06 Releases for Union Activities

Article 3-6.00 shall apply.

11-5.07 Deduction of Union Dues or their Equivalent

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

11-6.00 METHODS, SUBJECTS, PROCEDURES OF PARTICIPATION OF TEACHERS OTHER THAN THE SUBJECTS (AND THEIR METHODS) NEGOTIATED AND AGREED UPON AT THE NATIONAL LEVEL

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

11-7.00 CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS

11-7.01 Engagement

A) Engagement (subject to security of employment, priorities of employment and acquisition of tenure).

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

B) Contracts of Engagement.

Clauses 5-1.02, 5-1.12 and 5-1.13 shall apply.

11-7.02 SENIORITY

Article 5-2.00 shall apply, it being specified that clause 5-2.05 shall be replaced by the following:

Subject to the provisions of article 5-2.00, seniority shall be calculated in the following manner:

11-7.02
(cont'd)

- a) for each school year during which the teacher had a fulltime contract for two hundred (200) workdays or who, under contract, carried out a full annual workload, one year of seniority shall be recognized for the teacher;
- b) for a school year during which the teacher had a full-time contract for less than two hundred (200) workdays and did not, under the full-time contract, carry out a full annual workload, a fraction of a year established according to the following formula shall be recognized for the teacher: the number of workdays included in this period, over 200;
- c) for a school year during which the teacher had a part-time contract, a fraction of a year proportional to his workload in relation to a full annual workload shall be recognized for the teacher;
- d) for each year taken separately before the teacher has a contract, the number of days recognized for the school year in question shall be obtained by dividing by four (4) the number of fifty (50) to sixty (60) minute periods devoted to adult education. If the total number of days thus calculated is two hundred (200) days or more, one year of seniority shall be recognized. If this total is less than two hundred (200) days for the school year, the number of days thus calculated shall be accumulated and every block of two hundred (200) days shall equal one year of seniority.

11-7.03

Movement of personnel and security of employment

- A) Clauses 5-3.01 to 5-3.12 and clause 5-3.14 shall apply.
- B) **Assignment and Transfer Procedures.**

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

- C) Clauses 5-3.20 and 5-3.22 to 5-3.31 shall apply.

- D) **Rules governing the distribution of duties and responsibilities among the teachers of a center.**

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

**11-7.03
(cont'd)**

- E) If the board decides to reduce its staff, the teacher in staff excess shall be non re-engaged if he does not have his tenure or placed on availability if he has his tenure. The board must notify before June 1st of the current school year, by registered letter or certified mail, the teacher non re-engaged or placed on availability. 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.
- F) Notwithstanding clause 5-3.08, the teachers who has completed two (2) complete years of continuous service as defined in paragraph G) of the present clause and who is given a full-time contract within the two (2) subsequent years acquires tenure at the time of signing the contract.
- G) For the purpose of applying the preceeding paragraph, a school year during which a teacher taught a minimum of eight hundred hours (800)⁽¹⁾ in Adult Education shall constitute a complete year of continuous service for the purposes of acquiring tenure as defined in clause 5-3.08. For the purpose of applying this clause, only the periods paid on the basis of clause 11-1.04 of the 1975-79 agreement, of clause 11-6.07 of the 1979-82 agreement, of clause 11-2.02 of the 1983-85 agreement, as well as the present entente, shall be considered as having been devoted to instruction.
- H) For the purpose of the present clause, the teaching specialty as described in clause 11-1.02 is substituted for the notion of fields of teaching.

11-7.04

Measures for the Reduction of the Number of teachers placed in availability or to be placed in availability.

Article 5-4.00 shall apply.

11-7.05

Promotion

Article 5-5.00 shall apply.

(1) Read seven hundred twenty (720) hours for the years preceding the 1983-84 school year.

11-7.06 Personal File

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

11-7.07 Dismissal

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

11-7.08 Non-re-engagement

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

11-7.09 Resignation and Breach of contract

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

11-7.10 Life, health and income insurance

Article 5-10.00 shall apply.

11-7.11 Regulations concerning absences

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

11-7.12 Civil Responsibility

This matter shall be negotiated and agreed upon at the local or

11-7.12 (cont'd) regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

11-7.13 Parental rights

Article 5-13.00 shall apply

11-7.14 Special leaves

Article 5-14.00 shall apply

11-7.15 Nature, duration, terms and conditions of leaves of absence without salary as well as inherent rights and obligations excluding leaves provided for under parental rights, leaves for public office and for union prerogatives

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

11-7.16 Leaves of absence for matters related to education.

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

11-7.17 Sabbatical leave with deferred salary

Article 5-17.00 shall apply.

11-7.18 Leaves for public office

Article 5-18.00 shall apply.

11-7.19 Teacher contribution to a savings or credit union

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

11-7.20 Leaves for loan of service
Article 5-20.00 shall apply

11-8.00 REMUNERATION OF TEACHERS

11-8.01 Evaluation of schooling
Article 6-1.00 shall apply

11-8.02 Classification
Article 6-2.00 shall apply.

11-8.03 Reclassification
Article 6-3.00 shall apply.

11-8.04 Recognition of years of experience
Article 6-4.00 shall apply, it being specified that for the purposes of determining the number of years of experience when he is engaged as a regular or full-time teacher, for each school year taken separately, the quotient obtained by dividing by 4 the total number 50 to 60 minute periods devoted to adult education or exercising a pedagogical or educational function as per clause 11-10.02 shall determine the number of days of experience recognized for the school year in question. For the period during which such a teacher in adult education did not have a contract as a regular or full-time teacher in adult education, clause 6-4.03 shall apply for the purposes of calculating the number of years of experience.

11-8.05 Salary and salary scales
Article 6-5.00 shall apply

11-8.06 Annual supplements
Article 6-6.00 shall apply

11-8.07 Part-time teacher

The part-time teacher shall be entitled to a salary in proportion to the time spent teaching courses and lessons as well as pedagogical follow up related to the teacher's specialty that is required by the board, in relation to the twenty (20) hours given by the regular teacher during the work week.

The same applies to premiums for regional disparities and special leaves.

11-8.08 Miscellaneous provisions concerning the payment of salaries

Article 6-8.00 shall apply except for clause 6-8.02..

11-8.09 Modalities as to the payment of salaries and other sums due by virtue of the agreement.

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

11-9.00 PROFESSIONAL IMPROVEMENT SYSTEM

11-9.01 Allowed amounts

Article 7-1.00 shall apply, more specifically that the numbers of full time teachers in adult education excluding those in availability will be added to the number of teachers provided for by clause 7-1.01 in order to determine a total amount that will be available for purposes of professional improvement for all the teachers covered by this agreement.

11-9.02 (Protocol) Remote regions

Article 7-2.00 shall apply

11-9.03 Professional improvement (subject to the amounts allocated and provincial professional improvement programs)

11-9.03 (cont'd) This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.W., Chapter R-8.2).

11-10.00 THE TEACHER'S WORKLOAD AND ITS ORGANIZATION

11-10.01 General Principles

Article 8-1.00 shall apply except for clause 8-1.03.

11-10.02 General Duties

The teacher shall provide learning and educational activities to students. Within the scope of these duties, the teacher's main responsibilities shall be:

- 1) to prepare and present courses within the guide lines of the authorized programs;
- 2) to assist the adult in determining his educational profile in relation to his career plans and to his knowledge;
- 3) to assist the adult in choosing learning methods and in determining the time to be devoted to each program and to point out to him the difficulties which must be overcome in order to achieve each stage;
- 4) to follow the adult's progress and to assure himself of the validity of the student's learning process;
- 5) to supervise and evaluate experimental projects and industrial training periods;
- 6) to prepare, administer and correct the test and examinations and to complete the reports inherent to this duty;
- 7) to insure that the "encadrement" necessary for learning activities by collaborating in the following tasks: reception and registration of adults, isolation of problems that must be referred to professionals in personal assistance, organisation and supervision of socio-cultural activities;

**11-10.02
(cont'd)**

- 8) to assume within the frame work of learning activities, the responsibility for the equipment used by the teachers specialised in the operation of heavy equipment, heavy equipment mechanics, linesmen and heavy equipment operators;
- 9) to monitor the late arrivals and the absences of his students;
- 10) to participate in meetings related to his work;
- 11) to perform other duties which may usually be assigned to teaching personnel.

11-10.03 Work year

- A) The teacher's work year shall comprise two hundred (200) workdays within the school year.
- B) Distribution in the calendar year of the workdays excluding the determination of the number of workdays:**

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

11-10.04 Work week

The teachers work week shall comprise five (5) days, from Monday to Friday. Unless there is an agreement to the contrary between the board and the union, the teacher's regular work week shall be twenty-seven (27) hours at the assigned place of work and at times determined for each teacher by the board or the center administration. Unless there is an agreement to the contrary between the board and the union, these twenty-seven (27) hours shall fall within the framework of thirty-five (35) hours per week which shall also be determined, for each teacher, by the board or the center administration.

The thirty-five (35) hour schedule shall not include the period provided for the teacher's meal.

A) Regular teacher

Within the regular workweek, the time devoted to the presentation of courses and lessons within the guidelines of the

11-10.04
(cont'd)

programs authorized by the board as well as the time that the teacher devotes to pedagogical follow-up related to his specialty as required by the board shall be 20 hours. These 20 hours may be considered as an average weekly time which may be exceeded during certain weeks, compensated by a reduction in time during other weeks. In this case, however, the time to be devoted to the presentation of courses and lessons within the guidelines of the programs authorized by the board as well as the time that the teacher devotes to pedagogical follow-up related to his specialty as required by the board, shall remain at 800 hours per year.

Compensation

If the board exceeds, for a given teacher, the 800 hours to be devoted to the presentation of courses and lessons and the pedagogical follow-up mentioned in the preceding paragraph, such a teacher shall be entitled, for each excess period of 50 to 60 minutes to a compensation equal to 1/1000 of the annual salary. The payment of such compensation is made in the last pay period of the school year.

B) Regular teacher specialists in the operation of heavy machinery, heavy equipment mechanics, linemen and heavy equipment operators:

Within the regular workweek, the time devoted to the presentation of courses and lessons within the guidelines of the programs authorized by the board shall be 24 hours.

In addition to the time provided for in the preceding paragraph, the teacher is required to present, at the board's request, supplementary teaching periods and this up to ten (10) hours per week. The time devoted to present these supplementary teaching periods is not counted within the twenty-seven (27) hours provided in the first paragraph of the present clause. The teacher is compensated for each hour at the rate of 1/1000 of the annual salary.

The board applies, as the case may be, the modalities provided for overtime work in clause 11-10.10 and those provided for in the preceding paragraph before calling teachers hired within the framework of article 11-2.00 to do such overtime work.

The board will endeavor to equitably distribute, among its teachers, by specialty, the overtime work to be done in the framework of this paragraph.

11-10.05 Terms and conditions for the distribution of work hours

This matter shall be subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

11-10.06 Meal period

Unless there is an agreement to the contrary between the board and the union, the teacher is entitled to a 60 minute period for his meal.

11-10.07 Department heads

- A) If the board decides to appoint teachers to the position of department head, they shall be under the responsibility of the center administration and their appointment shall only be valid insofar as this article is respected in its entirety.
- B) The position of department head shall comprise two aspects, namely "his function as a teacher" and "his actual function as department head".
- C) As regards his actual function as department head, the department head must carry out the following duties and responsibilities:
 - 1) to assume the coordination and animation tasks related to the teaching activities of his group;
 - 2) to act as coordinator and animator for the teachers in his group and to encourage them to develop and jointly define, within the framework of the policies and the programs in effect, the content, the teaching methods and techniques as well as the measurement and evaluation methods which are likely to promote student learning;
 - 3) to collaborate with the teaching and non-teaching professionals in order to take the appropriate measures that best serve the individual needs of the student;
 - 4) in particular to assist the teacher on probation in his group and participate in his evaluation;

**11-10.07
(cont'd)**

- 5) at the request of his superior, to collaborate in the determination of the needs in teaching and consumable materials for his group and in the control of their use.
- D) The teacher to whom the board confers for a year the responsibility of department head receives, for those additional responsibilities, an annual supplement equal to that provided for in clause 6-6.03. If such nomination is for less than a year, the annual supplement is prorated to reflect the duration of the nomination. Such department head can be liberated from a part of his teaching duties in order to permit him to better accomplish his duties per se of a department head. If is up to the board, after consultation with the union, to determine the amount of liberation for each department head, more specifically that the determination of this part-time liberation cannot be more than ten (10) hours per week.
- E) The appointment of a teacher as department head shall terminate automatically and without notice on June, 30 of the school year in question, except in the case of an appointment whose duration is less than a year.

11-10.08 Special Conditions

Clauses 8-7.01, 8-7.04 and 8-7.06 shall apply.

11-10.09 Travel Expenses

This matter shall be the subject of provisions negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

11-10.10 Additional work days

All teachers covered by this article may, at the request of the board, accept to teach some days outside the 200 work days within the framework of his annual regular full-time teaching contract. In this case, however, the only provisions that apply to him are those provided for in clause 11-2.02 and this for each of the days he has so taught.

11-11.00 SETTLEMENT OF GRIEVANCES AND PROVISIONS FOR AMENDING THE ENTENTE.

11-11.01 Grievances and arbitration (not only on matters negotiated locally)

Articles 9-1.00, 9-2.00 and 9-3.00 shall apply

11-11.02 Grievances and arbitration (only as to matters negotiated locally)

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

11-11.03 Provisions for amending the entente

Articles 9-5.00 and 9-6.00 shall apply

11-12.00 GENERAL PROVISIONS

11-12.01 Chapter 10-0.00 shall apply with the exception of article 10-11.00

11-12.02 Hygiene, occupational health and safety

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2):

11-13.00 PREMIUMS FOR REGIONAL DISPARITIES

Chapter 12-0.00 shall apply.

11-14.00 LITTORAL SCHOOL BOARD

Chapter 13-0.00 shall apply.

11-15.00 APPENDICES

Subject to clause 10-2.04, the following appendices shall apply: III-b, III-c, IV, VI to XVII, XXVI and XXX to XXXIX.

CHAPTER 12-0.00 PREMIUMS FOR REGIONAL DISPARITIES

12-1.00 DEFINITIONS

For the purposes of this chapter, the following expressions mean:

12-1.01 A) Dependent:

The spouse and dependent child as defined in clause 5-10.02 and any other dependent as defined in the Taxation Act provided that the latter resides with the teacher. However, for the purposes of this chapter, the income earned from a job by the teacher's spouse shall not nullify the latter's status as dependent.

The fact that a child attends a secondary school declared to be of public interest situated elsewhere than in the teacher's place of residence shall not nullify his status as dependent if no public secondary school is accessible where such teacher lives.

B) Point of Departure:

Domicile in the legal sense of the word at the time of engagement insofar as the domicile is situated in Québec. The said point of departure may be modified by an agreement between the board and the teacher subject to it being situated in Québec.

The fact that a teacher already covered by this chapter changes school board shall not modify his point of departure.

12-1.02 Sector I

The school municipalities of Chapais-Chibougamau, Joutel-Matagami, Lac Témiscamingue and Quévillon.

Sector II

The territory of the Côte-Nord located east of the Moisie River and stretching to Havre Saint-Pierre inclusively and the school municipalities of Fermont and Des Iles.

12-1.02
(cont'd)

Sector III

- The territory located north of the 51° of latitude, including Chisasibi, Kawawachikamach, Kuujjuak, Kuujjuarapik, Mistassini, Poste-de-la-Baleine (Whapmagoostoo), Radisson, Schefferville, Waswanipi and Umiujaq, except for the school municipality of Fermont and the localities specified in sectors IV and V;
- Clova, Parent and Sanmaur;
- the territory of the Côte-Nord, stretching east of Havre Saint-Pierre to the limit of Labrador including the Island of Anticosti.

Sector IV

Eastmain, Fort Rupert (Waskagheganish), Inukjuak, Nemiscau (Nemaska), Povungnituk and Wemindji.

Sector V

Akulivik, Aupaluk, Ivujivik, Kangiqsualujuaq, Kangiqsujuaq, Kangirsuk, Quaqaq, Salluit, Tarpangajuk and Tasiujak.

12-2.00 LEVEL OF PREMIUMS

12-2.01 The teacher working in one of the sectors mentioned in clause 12-1.02 shall receive an annual isolation and remoteness premium of:

| | Periods Concerned Sectors | As of the 101st day of work of the 1985-1986 school year | As of the 101st day of work of the 1986-1987 school year | As of the 101st day of work of the 1987-1988 school year(1) |
|-------------------|------------------------------|--|--|---|
| With dependent(s) | Sector I | \$ 4,704.00 | \$ 4,892.00 | \$ 5,126.00 |
| | Sector II | \$ 5,815.00 | \$ 6,048.00 | \$ 6,338.00 |
| | Sector III | \$ 7,318.00 | \$ 7,611.00 | \$ 7,976.00 |
| | Sector IV | \$ 9,517.00 | \$ 9,898.00 | \$10,372.00 |
| | Sector V | \$11,229.00 | \$11,678.00 | \$12,237.00 |
| No dependents | Sector I | \$ 3,290.00 | \$ 3,422.00 | \$ 3,586.00 |
| | Sector II | \$ 3,877.00 | \$ 4,032.00 | \$ 4,225.00 |
| | Sector III | \$ 4,575.00 | \$ 4,758.00 | \$ 4,986.00 |
| | Sector IV | \$ 5,399.00 | \$ 5,615.00 | \$ 5,884.00 |
| | Sector V | \$ 6,369.00 | \$ 6,624.00 | \$ 6,941.00 |

12-2.02 The amount of the isolation and remoteness premium to which the part-time teacher is entitled shall be in proportion to the workload that he assumes compared to the workload of a full-time teacher.

The amount of the isolation and remoteness premium to which the teacher by-the-lesson is entitled shall be in proportion to his teaching time compared to the workload of the full-time teacher.

(1) Where applicable, the increase provided for in clause 6-5.08 shall apply by replacing "4.56%" by "4.79%".

12-2.03 The amount of the isolation and remoteness premium shall be adjusted in proportion to the time worked in the board's territory included in one of the sectors described in clause 12-1.02 in relation to a period of reference established at two hundred (200) workdays.

12-2.04 The teacher on a maternity leave or teacher on a leave for adoption who remains in the territory during the leave shall continue to benefit from the provisions of this chapter.

12-2.05 If both members of a couple work for the same board or if both work for two (2) different employers in the public and parapublic sectors, only one (1) of the two (2) may avail himself of the premium applicable to the teacher with dependent(s), if he has one or more dependents other than his spouse. If he has no dependent other than his spouse, each shall be entitled to the premium appearing in the scale "no dependents" notwithstanding the definition of the term "dependent" found in clause 12-1.01.

12-2.06 Subject to clause 12-2.03, the board shall cease to pay the isolation and remoteness premium established under this article if the teacher and his dependents deliberately leave the territory during a leave or paid leave of absence for more than thirty (30) days, except if it involves annual vacation, sick leave, maternity leave, leave for adoption or leave due to a work accident or occupational disease.

12-3.00 OTHER BENEFITS

12-3.01 The board shall assume the following expenses incurred by every teacher recruited in Québec at a distance of more than fifty (50) kilometres from the locality where he is required to perform his duties, provided that it is situated in one of the sectors described in clause 12-1.02:

a) the transportation expenses of the transferred teacher and his dependents;

b) the cost of transporting his personal belongings and those of his dependents up to a maximum of:

- 228 kg for each adult or each child 12 years old and over;

- 137 kg for each child under 12 years old;

12-3.01
(cont'd)

- c) the cost of transporting his furniture (including household utensils), if need be, other than those provided by the board;
- d) the cost of transporting his motorized vehicle, if need be, on land, by boat or train;
- e) the cost of storing his furniture, if need be.

12-3.02

The teacher shall not be entitled to be reimbursed for these expenses if he is in breach of contract to go work for another employer before the 61st calendar day of his stay in the territory unless the union and board agree otherwise.

12-3.03

If the teacher eligible for the provisions of paragraphs b), c) and d) of clause 12-3.01 decides not to avail himself of some or of all of them immediately, he shall remain eligible for the said provisions during the year following the date on which his assignment began.

12-3.04

These expenses shall be payable provided that the teacher is not reimbursed for these expenses by another plan, such as the federal labour mobility plan or his spouse has not received an equivalent benefit from his employer or another source and solely in the following cases:

- a) the teacher's first assignment and re-engagement by the board of the teacher who had been non-re-engaged because of surplus: from the point of departure to the place of assignment;
- b) cancellation or nonrenewal of the contract by the board: from the place of assignment to the point of departure;
- c) a subsequent assignment or transfer at the request of the board or the teacher: from one place of assignment to another;
- d) breach of contract, resignation or death of the teacher: in the case of sectors I and II, reimbursement shall only be made in proportion to the time worked in relation to a period of reference established at two hundred (200) workdays, except in the event of death: from the place of assignment to the point of departure;

12-3.04 (cont'd) e) when a teacher obtains a leave of absence for educational purposes; in this case, the expenses referred to in clause 12-3.01 shall also be payable to the teacher whose point of departure is situated at fifty (50) kilometres or less from the locality where he performs his duties: from the place of assignment to the point of departure.

12-3.05 These expenses shall be borne by the board from the point of departure to the place of assignment or shall be reimbursed upon presentation of supporting vouchers.

If a teacher is recruited from outside Québec, these expenses shall be assumed by the board without exceeding the equivalent costs between Montréal and the locality where the teacher is called to perform his duties.

If both spouses, within the meaning of clause 5-10.02, work for the same board, only one may avail himself of the benefits granted under this article.

12-3.06 The weight of 228 kg provided for in paragraph b) of clause 12-3.01 shall be increased by 45 kg up to a maximum of 90 kg per year of service in the territory of the board. This provision shall cover the teacher only.

12-4.00 OUTINGS

12-4.01 The fact that the teacher's spouse is employed by the public and parapublic sectors must not grant the teacher a number of outings paid which is greater than that provided for in this entente.

12-4.02 The board shall pay directly or reimburse the teacher recruited more than fifty (50) kilometres from the locality where he performs his duties for the expenses inherent to the following outings provided that the board is situated in one of the sectors described in clause 12-1.02;

a) for the localities in sector III, except those listed in the following paragraph b); for the localities in sectors IV and V and Fermont: three (3) trips per year for the teacher and his dependents;

- 12-4.02 (cont'd)** b) Clova, Hâvre St-Pierre, Parent, Sanmaur and Iles-de-la-Madeleine: one (1) trip per year for the teacher and his dependents.

The initial place of recruitment shall not be modified due to the fact that the teacher, non-reengaged because of a surplus of personnel, who is subsequently re-engaged, chose to stay there during the period of unemployment.

These expenses shall be paid directly or reimbursed upon presentation of supporting vouchers for the teacher and his dependents up to, for each, the equivalent of the price of a return flight from the locality of assignment up to the point of departure situated in Québec or up to Montréal.

- 12-4.03** In the cases provided for in paragraphs a) and b) of clause 12-4.02, an outing may be used by the spouse not residing in the territory to visit the teacher who lives in one of the localities mentioned in clause 12-1.02.

- 12-4.04** In the case of a teacher or one of his/her dependents who must be evacuated from leave his/her place of work situated in one of the localities provided for in clause 12-4.02 because of illness, accident or complication related to pregnancy, the board shall pay for the cost of the return flight. The teacher must prove that it was necessary for him/her to evacuate. An attestation from the nurse or physician in the locality or, if the attestation cannot be obtained locally, a medical certificate from the attending physician shall be accepted as proof.

The board shall also pay for the return flight of the person who accompanies the person who had to evacuate his/her workplace.

- 12-4.05** The board shall authorize a teacher to take a leave of absence without pay if one of his dependents must be evacuated from his locality within the framework of clause 12-4.04 in order to allow him to accompany his dependent, subject to the provisions under special leaves.

12-5.00 REIMBURSEMENT OF TRANSIT EXPENSES

- 12-5.01** The board shall reimburse the teacher, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and hotels, if need be) for himself and for his dependents

12-5.01 (cont'd) when he is engaged and on any authorized trip provided for in clause 12-4.02 and on the condition that these expenses not be assumed by a carrier.

These expenses shall be limited to the amounts provided for in the relevant provisions of the agreement or failing this, according to the policy established by the board applicable to all its employees.

12-6.00 DEATH

12-6.01 In the event of the death of the teacher or of one of his dependents, the board shall pay for the repatriation of the mortal remains. Moreover, in the event of the teacher's death, the board shall reimburse the dependents for the expenses inherent to the return trip from the place of assignment to the burial place situated in Québec.

12-7.00 FOOD TRANSPORTATION

12-7.01 The teacher who must provide for his own food provisions in sectors IV and V as well as in the localities of Chisasibi, Kuujjuak, Kuujjuaraapik, Mistassini, Poste-de-la-Baleine (Whapmagoostoo), Radisson and Waswanipi because there is no food supplier in his locality, shall benefit from the payment of the food transportation expenses up to the following weights:

- 727 kg per year per adult and per child of 12 years of age and over;
- 364 kg per year per child under 12 years of age.

This benefit shall be granted according to one or the other of the following formulas:

a) the board will take charge of the transportation from the source which is the most accessible or economical with regard to transportation and will bear the cost directly;

or

b) the board gives the teacher an allowance equivalent to the cost which would have been incurred according to the first formula.

12-8.00 VEHICLE AT THE TEACHERS' DISPOSAL

12-8.01 Wherever private vehicles are prohibited, the placement of vehicles at the teachers' disposal could be the subject of an agreement between the board and the union.

12-9.00 LODGING

12-9.01 The obligations and practices to provide lodging for the teacher, at the time of his engagement, shall be maintained only for the locations where they already existed.

12-9.02 The rent charged to the teachers who benefit from lodging in sectors III, IV, V and the localities of Fermont and Joutel-Matagami shall be maintained at their December 31, 1985 level.

12-10.00 PROVISIONS OF FORMER AGREEMENTS

12-10.01 In the event of the existence of benefits greater than the current plan for regional disparities resulting from the application of the last collective agreement or of recognized administrative practices, they shall be renewed except for the following elements of this entente:

- the retention premium;
- the definition of "point of departure" provided for in clause 12-1.01;
- the level of premiums and the calculation of the premium provided for in clause 12-2.02;
- the reimbursement of expenses related to moving and outings of the teacher recruited from outside Québec provided for in articles 12-3.00 and 12-4.00;
- the number of outings when the teacher's spouse works for the board or an employer in the public and parapublic sectors provided for in clause 12-4.00.

12-10.01
(cont'd)

- food transportation provided for in article 12-7.00.

The board shall accept to renew, for each teacher who benefitted on December 31, 1985, the agreements concerning lodging for the schoolboard territories of Fermont, Moyenne Côte-Nord, Port-Cartier and Sept-Iles School Boards and the Bersimis, Manicouagan and Tadoussac School Boards.

12-10.02

The retention premium equivalent to eight per cent (8%) of the annual salary shall be maintained for the teachers engaged before December 31, 1988 and working in the school municipalities of Sept-Iles (including Clarke City) and Port Cartier.

The maintenance of the retention premium plan for teachers engaged after December 31, 1988 should be the subject of a special entente to this effect by the committee provided for in the Letter of Agreement in Appendix XXXII or, failing this, between the parties.

CHAPTER 13-0.00 SPECIAL PROVISIONS FOR THE LITTORAL SCHOOL BOARD

13-1.01 Paragraph A) of clause 5-2.09 is modified by replacing the time limit of forty (40) days for one of sixty (60) days.

13-1.02 Paragraphs A), B) and C) of clause 5-14.02 are modified by adding the following paragraph:

"The obligation to include the day of the funeral as provided for in the preceding paragraph shall not be retained when the teacher is unable to leave the locality due to unavailable transportation. In such case, the teacher shall leave the locality as soon as possible and the leave shall begin on the date of departure."

13-1.03 Paragraph E) of clause 5-14.02 is modified by adding the following paragraph:

"However, the annual maximum of one (1) day shall be increased to three (3) days when at least one of the two moves is expressly requested by the board."

13-1.04 Clause 5-14.02 is modified by adding paragraph H) which follows:

H) "A maximum of two (2) workdays in order to extend the leave provided for in clause 5-13.21 or, as the case may be, in clause 5-13.23.

This additional leave shall only be granted to cover the travelling time of the teacher between the locality of the board where he teaches and one of the localities outside of the territory of the board when the event occurs outside of the board's territory."

IN WITNESS WHEREOF, the parties herein have signed in Québec on this 15th day of the month of April 1987.

FOR THE EMPLOYER GROUP

FOR THE UNION GROUP

(signed) Claude Ryan
Claude Ryan
MINISTRE DE L'ÉDUCATION

(signed) Yvon Charbonneau
Yvon Charbonneau
PRESIDENT OF THE CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC

(signed) Gabriel Légaré
Gabriel Légaré
PRESIDENT OF THE FÉDÉRATION DES COMMISSIONS SCOLAIRES CATHOLIQUES DU QUÉBEC

(signed) Roger Carrette
Roger Carrette
PRESIDENT OF THE EMPLOYER BARGAINING COMMITTEE FOR CATHOLIC SCHOOL BOARDS

(signed) Hervé Bergeron
Hervé Bergeron
PRESIDENT OF THE COMMISSION DES ENSEIGNANTS ET ENSEIGNANTES DES COMMISSIONS SCOLAIRES

(signed) Michel Bergeron
Michel Bergeron
VICE-PRESIDENT OF THE EMPLOYER BARGAINING COMMITTEE FOR CATHOLIC SCHOOL BOARDS

(signed) René Lapointe
René Lapointe
SPOKESPERSON

(signed) Denis Leclerc
Denis Leclerc
SPOKESPERSON

(signed) Guy Perrault
Guy Perrault
NEGOTIATOR, FCSCQ

(signed) Kevin Walsh
Kevin Walsh
NEGOTIATOR, MEQ

APPENDIX I

LIST OF FIELDS OF TEACHING

Field 1

Instruction at the preschool, primary and secondary levels for children with learning or emotional problems.

Field 2

Instruction in preschool classes other than those than that provided for in fields of teaching 1,5,6 and 7.

Field 3

Teaching in primary level classes other than those provided for in fields of teaching 1,4,5,6 and 7.

Field 4

Teaching of ENGLISH (1) as a specialty in primary level classes.

Field 5

Teaching of PHYSICAL EDUCATION as a specialty in the preschool and primary levels.

Field 6

Teaching of MUSIC as a specialty in preschool and primary level classes.

Field 7

Teaching of PLASTIC ARTS as a specialty in preschool and primary level classes.

(1) French for the anglophone sector
Reference clause 5-3.09

APPENDIX I (cont'd)

Field 8

Teaching of general courses in ENGLISH (1) as the language of instruction at the secondary level.

Field 9

Teaching of general courses in PHYSICAL EDUCATION as a specialty at the secondary level.

Field 10

Teaching of general courses in MUSIC at the secondary level.

Field 11

Teaching of general courses in PLASTIC ARTS at the secondary level.

Field 12

Teaching of general courses in FRENCH (1), language of instruction, at the secondary level.

Field 13

Teaching of general courses in MATHEMATICS and in SCIENCE at the secondary level.

Field 14

Teaching of general courses in MORAL and RELIGIOUS INSTRUCTION and in PERSONAL and SOCIAL DEVELOPMENT at the secondary level.

Field 15

Teaching of courses in HOME ECONOMICS (domestic science) at the secondary level.

-
- (1) French for the anglophone sector
 - (1) English general courses, language of instruction for the anglophone sector.

APPENDIX I (cont'd)

Field 16

Teaching of general courses in INTRODUCTION TO TECHNOLOGY and in KNOWLEDGE OF THE WORK PLACE at the secondary level.

Field 17

Teaching of general courses in SCIENCE OF MAN and in ECONOMICS at the secondary level.

Field 18

Teaching of courses in COMPUTER SCIENCES at the secondary level.

Field 19

Teaching of general courses at the secondary level other than those identified as belonging to fields 8. to 18 and student activities at the secondary level.

Field 20

Teaching of technical/vocational courses in BUSINESS EDUCATION at the secondary level.

Field 21

Teaching of technical/vocational courses in AGRICULTURE at the secondary level.

Field 22

Teaching of technical/vocational courses in FORESTRY at the secondary level.

Field 23

Teaching of technical/vocational courses in COMMERCIAL FISHING at the secondary level.

Field 24

Teaching of technical/vocational courses in HEALTH SERVICES at the secondary level.

APPENDIX I (cont'd)

Field 25

Teaching of technical/vocational courses in FURNITURE AND CONSTRUCTION at the secondary level.

Field 26

Teaching of technical/vocational courses in ELECTROTECHNOLOGY at the secondary level.

Field 27

Teaching of technical/vocational courses in HYDROTHERMICS at the secondary level.

Field 28

Teaching of technical/vocational courses in TECHNICAL DRAWING at the secondary level.

Field 29

Teaching of technical/vocational courses in MOTORIZED EQUIPMENT at the secondary level.

Field 30

Teaching of technical/vocational courses in MACHINE SHOP TECHNOLOGY at the secondary level.

Field 31

Teaching of technical/vocational courses in FOODS at the secondary level.

Field 32

Teaching of technical/vocational courses in BEAUTY CARE at the secondary level.

Field 33

Teaching of technical/vocational courses in INDUSTRIAL SEWING AND CLOTHING at the secondary level.

APPENDIX I (cont'd)

Field 34

Teaching of technical/vocational courses in BUILDING PROTECTION and MAINTENANCE at the secondary level.

Field 35

Teaching of technical/vocational courses in APPLIED ARTS at the secondary level.

Field 36

Teaching of technical/vocational courses in PRINTING at the secondary level.

Field 37

Teaching in "classe d'accueil" and in LINGUISTIC SUPPORT classes for immigrants.

Field 38

Regular substitution.

APPENDIX II

DESCRIPTION OF FIELDS OF TEACHING AT THE SECONDARY LEVEL

A - Preliminary

COURSES and STUDENT ACTIVITIES offered to pupils of the secondary level by a regional board or by a board providing secondary education and appearing in the pupils' timetable may only be one or the other of the following two types:

a) courses included in the official programme of studies of the Ministère for the secondary level and student activities appearing in the school profile of the pupil;

or

b) courses included in experimental programmes authorized by the Ministère and student activities appearing in the school profile of the pupil.

B - Fields of Teaching

Field 8

All the general or concentration⁽¹⁾ courses and student activities in (ENGLISH)⁽²⁾ SECOND LANGUAGE appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 9

All the general or concentration courses and student activities in PHYSICAL EDUCATION appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

(1) excluding courses in the technical/vocational program.

(2) French for the anglophone sector.

Référence: clause 5-3.09

APPENDIX II (cont'd)

Field 10

All the general or concentration courses and student activities in MUSIC appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 11

All the general or concentration courses and student activities in PLASTIC ARTS appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 12

All the general or concentration⁽¹⁾ courses and student activities in (FRENCH)⁽²⁾ MOTHER TONGUE appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 13

All the general or concentration⁽¹⁾ courses and student activities in NATURAL SCIENCE appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 14

All the general courses and student activities in MORAL AND RELIGIOUS INSTRUCTION and in PERSONAL AND SOCIAL DEVELOPMENT appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

(1) excluding courses in the technical/vocational program.

(2) (English) mother tongue for the anglophone sector.

APPENDIX II (cont'd)

Field 15

All the general courses and student activities in HOME ECONOMICS (domestic science) appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 16

All the general courses and student activities in INTRODUCTION TO TECHNOLOGY and in KNOWLEDGE OF THE WORK WORLD appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 17

All the general or concentration⁽¹⁾ courses and student activities in HUMAN SCIENCES and in ECONOMICS appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 18

All the technical/vocational⁽²⁾, general or concentration⁽¹⁾ courses and student activities in COMPUTER SCIENCE appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 19

All the general courses at the secondary level other than those identified as belonging to fields 8 to 18 as well as the student activities appearing in the pupils timetable at the secondary level shall be considered in this field of teaching.

Field 20

All the general courses and student activities in BUSINESS EDUCATION appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

(1) excluding courses in the technical/vocational program.

(2) including exploration and complementary courses.

APPENDIX II (cont'd)

Field 21

All the technical/vocational courses⁽¹⁾ and student activities in AGRICULTURE appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 22

All the technical/vocational courses⁽¹⁾ and student activities in FORESTRY appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 23

All the technical/vocational courses⁽¹⁾ and student activities in COMMERCIAL FISHING appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 24

All the technical/vocational courses⁽¹⁾ and student activities in HEALTH SERVICES appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 25

All the technical/vocational courses⁽¹⁾ and student activities in FURNITURE AND CONSTRUCTION appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 26

All the technical/vocational courses⁽¹⁾ and student activities in ELECTROTECHNOLOGY appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

(1) including exploration and complementary courses.

APPENDIX II (cont'd)

Field 27

All the technical/vocational courses⁽¹⁾ and student activities in HYDROTHERMICS appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 28

All the technical/vocational courses⁽¹⁾ and student activities in TECHNICAL DRAWING appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 29

All the technical/vocational courses⁽¹⁾ and student activities in MOTORIZED EQUIPMENT appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 30

All the technical/vocational courses⁽¹⁾ and student activities in MACHINE SHOP TECHNOLOGY appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 31

All the technical/vocational courses⁽¹⁾ and student activities in FOODS appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 32

All the technical/vocational courses⁽¹⁾ and student activities in BEAUTY CARE appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 33

All the technical/vocational courses⁽¹⁾ and student activities in INDUSTRIAL SEWING AND CLOTHING appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

(1) including exploration and complementary courses.

APPENDIX II (cont'd)

Field 34

All the technical/vocational courses⁽¹⁾ and student activities in BUILDING PROTECTION AND MAINTENANCE appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 35

All the technical/vocational courses⁽¹⁾ and student activities in APPLIED ARTS appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

Field 36

All the technical/vocational courses⁽¹⁾ and student activities in PRINTING appearing in the pupil timetable at the secondary level shall be considered in this field of teaching.

(1) including exploration and complementary courses.

APPENDIX III-a

CONTRACT OF ENGAGEMENT OF THE TEACHER-BY-THE-LESSON

CONTRAT OF ENGAGEMENT

between

.....SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: GIVEN NAME:

SEX: F M

herein after called the TEACHER.

The Board and the Teacher-by-the-lesson declare and agree as follows:

I- OBLIGATIONS OF THE TEACHER

- A) The Teacher hereby undertakes, for all legal purposes, to teach as a teacher-by-the-lesson in the schools of the Board.
- B) The Teacher undertakes to teach for the Board according to the terms established hereinafter:

N.B.: To be completed by the Board in accordance with clause 1-1.18.

C) the Teacher declares that he:

was born aton the.....
(place) (day, month, year)

and that he is single or married to:
(name of spouse)

legally separated

divorced

Reference: clause 5-1.04

APPENDIX III-a (cont'd)

and he undertakes to notify the Board in writing of any change in his declared status.

- D) The Teacher agrees to comply with the law, with the regulations of the ministre de l'Éducation, with the regulations of the Catholic Committee, with the resolutions and regulations of the Board not contrary to the provisions of the collective agreement, as well as with the collective agreement governing the Board and the union which represents the teachers in the employ of the Board.
- E) The Teacher undertakes to provide the Board with all the medical certificates listed in section 207 of the Education Act (R.S.Q., Chapter I-14), within two (2) months from the date of this contract.
- F) The Teacher undertakes to provide the Board, without delay, with the information and documents necessary to establish his qualifications and his experience.
- G) The Teacher undertakes to provide the Board, without delay, with all the other information and certificates which were required by the Board before the date of this contract.
- H) It is the Teacher's duty to comply with the regulations of the ministre de l'Éducation and to carry out the duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The Board undertakes to pay the salary and to grant the Teacher all the benefits and privileges provided for in the collective agreement governing the Board and the union which represents the teachers in the employ of the Board.

III- GENERAL PROVISIONS

- A) This contract of engagement shall take effect on19.. and shall expire on19...

APPENDIX III-a (cont'd)

B) The provisions of the collective agreement governing the Board and the union which represents the teachers in the employ of the Board shall form an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed,

for the Board:

.....

Teacher:

(name)

.....

(address)

Witness:

(name)

Dated at

(occupation)

this 19..

(address)

APPENDIX III-b

CONTRACT OF ENGAGEMENT OF THE PART-TIME TEACHER

CONTRACT OF ENGAGEMENT

between

.....SCHOOL BOARD
hereinafter called the BOARD,

and

SURNAME: GIVEN NAME:.....

SEX: F M

hereinafter called the TEACHER.

The Board and the part-time Teacher declare and agree as follows:

I- OBLIGATIONS OF THE TEACHER

- A) The Teacher hereby undertakes, for all legal purposes, to teach as a part-time teacher in the schools of the Board.
- B) The Teacher undertakes to teach for the Board according to the terms established hereinafter:

N.B.: To be completed by the Board in accordance with clause 1-1.19.

C) The teacher declares that he:

was born aton the
(place) (day, month, year)

and that he is single or married to:.....
(name of spouse)

legally separated

divorced

Reference: clause 5-1.04

APPENDIX III-b (cont'd)

and he undertakes to notify the Board in writing of any change in his declared status.

- D) The Teacher agrees to comply with the law, with the regulations of the ministre de l'Éducation, with the regulations of the Catholic Committee, with the resolutions and regulations of the Board not contrary to the provisions of the collective agreement, as well as with the collective agreement governing the Board and the union which represents the teachers in the employ of the Board.
- E) The Teacher undertakes to provide the Board with all the medical certificates listed in section 207 of the Education Act (R.S.Q. Chapter I-14), within two (2) months from the date of this contract.
- F) The Teacher undertakes to provide the Board, without delay, with the information and documents necessary to establish his qualifications and his experience.
- G) The Teacher undertakes to provide the Board, without delay, with all the other information and certificates which were required by the Board before the date of this contract.
- H) It is the Teacher's duty to comply with the regulations of the ministre de l'Éducation and to carry out the duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The Board undertakes to pay the salary and to grant the Teacher all the benefits and privileges provided for in the collective agreement governing the Board and the union which represents the teachers in the employ of the Board.

APPENDIX III-b (cont'd)

III- GENERAL PROVISIONS

A) This contract of engagement shall take effect on19.. and shall expire on19.. or upon the occurrence of the following event: _____

B) The provisions of the collective agreement governing the Board and the union which represents the teachers in the employ of the Board shall form an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed,

for the Board:
.....

Teacher:
(name)
.....
(address)

Witness:
(name)

Dated at
(occupation)

this19 ..
(address)

APPENDIX III-c

CONTRACT OF ENGAGEMENT OF THE FULL-TIME TEACHER

CONTRACT OF ENGAGEMENT

between

.....SCHOOL BOARD
hereinafter called the BOARD,

and

SURNAME:.....GIVEN NAME:.....

SEX: F M

hereinafter called the TEACHER.

The Board and the full-time Teacher declare and agree as follows:

I- OBLIGATIONS OF THE TEACHER

A) The Teacher hereby undertakes, for all legal purposes, to teach as a full-time teacher in the schools of the Board for the school year beginning July 1, 19... or to complete the said school year.

B) The Teacher declares that he:

was born at:on the.....
(place) (day, month, year)

and that he is single or married to:.....
(name of spouse)

legally separated

divorced

and he undertakes to notify the Board in writing of any change in his declared status.

Reference: clause 5-1.04

APPENDIX III-c (cont'd)

- C) The Teacher agrees to comply with the law, with the regulations of the ministre de l'Éducation, with the regulations of the Catholic Committee, with the resolutions and regulations of the Board not contrary to the provisions of the collective agreement, as well as with the collective agreement governing the Board and the union which represents the teachers in the employ of the Board.
- D) The Teacher undertakes to provide the Board with all the medical certificates listed in section 207 of the Education Act (R.S.Q., Chapter I-14), within two (2) months from the date of this contract.
- E) The Teacher undertakes to provide the Board, without delay, with the information and documents necessary to establish his qualifications and his experience.
- F) The Teacher undertakes to provide the Board, without delay, with all the other information and certificates which were required by the Board before the date of this contract.
- G) It is the Teacher's duty to comply with the regulations of the ministre de l'Éducation and to carry out the duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The Board undertakes to pay the salary and to grant the Teacher all the benefits and privileges provided for in the collective agreement governing the Board and the union which represents the teachers in the employ of the Board.

III- GENERAL PROVISIONS

- A) This contract of engagement shall take effect on19.. and shall expire on19..
- B) The provisions of the collective agreement governing the Board and the union which represents the teachers in the employ of the Board shall form an integral part of this contract.

**Appendix III-c
(cont'd)**

IN WITNESS WHEREOF, the parties have signed,

for the Board:

Teacher:
(name)
.....
(address)

Witness:
(name)

Dated at
(occupation)

thisday of19..
(address)

APPENDIX IV

SENIORITY OF CERTAIN EMPLOYERS IN THE C.R.C.M.

- 1) Within the ninety (90) days of his engagement by the board, the teacher who, during the period between January 21, 1949 and September 1, 1962, held at the board a temporary teaching position as defined in the 1962-1964 collective agreement concluded between the C.E.C.M. on the one hand and the Alliance des professeurs catholiques de Montréal and The Federation of English Speaking Catholic Teachers Inc. on the other hand, shall have this period recognized as seniority, subject to clause 5-2.06 and upon a written request.

- 2) Within the thirty (30) days of the request, the board and the union shall meet and may make any necessary modifications to the seniority list if need be; should the board and the union disagree on such modifications, the union may proceed directly to arbitration in accordance with clause 5-2.09 within ninety (90) days of the expiry of the time limit prescribed in the first paragraph.

Reference: Clause 5-2.01

APPENDIX V

RESPONSIBILITY ASSUMED FOR THE TEACHING SERVICES OF ESTABLISHMENTS UNDER THE JURISDICTION OF THE MINISTÈRE DE LA SANTÉ ET DES SERVICES SOCIAUX BY THE SCHOOL BOARDS AND REGIONAL BOARDS FOR CATHOLICS OF QUÉBEC.

Section I - General Provisions

Article 1) This appendix shall only apply to full-time pedagogues⁽¹⁾ who were in the employ of an establishment under the jurisdiction of the ministère de la Santé et des Services sociaux at the time of their integration as full-time teachers in the board.

Article 2) The provisions of the agreement currently in force binding the board and the union representing the teachers in the employ of the board shall apply to the teachers so integrated as of their integration, subject to the provisions provided for in this appendix.

Section II - Particular Provisions

Article 3) Union System

The integrated teacher shall be covered by the certificate of certification of the teachers in the employ of the board and shall be represented by the union holding the certificate of certification at the board, the foregoing as of the date of his integration.

(1) Every person employed by an establishment under the jurisdiction of the ministère de la Santé et des Services sociaux whose principal and customary occupation is to teach pupils.

APPENDIX V (cont'd)

Article 4) Seniority

Seniority recognized for a teacher by the establishment in accordance with the collective agreement or the administrative policy in force in the establishment, at the time of the assuming of the responsibility by the board for the teaching services of an establishment under the jurisdiction of the ministère de la Santé et des Services sociaux shall be recognized by the board and any additional seniority shall be added thereto, in accordance with the provisions of article 5-2.00. Failing a collective agreement or an administrative policy in force in the establishment, the board shall apply the provisions of article 5-2.00 as regards the service in the establishment for the purposes of calculating seniority.

Article 5) Security of Employment

- A) For the purposes of applying clause 5-3.08, the continuous service in an establishment under the jurisdiction of the ministère de la Santé et des Services sociaux as a full-time pedagogue⁽¹⁾ during the two (2) school years preceding the school year of the integration shall be considered as continuous service in the board.
- B) For the purposes of applying article 5-3.00, all the positions created at the board as a result of the responsibility assumed by the board for the teaching services of an establishment under the jurisdiction of the ministère de la Santé et des Services sociaux, must be considered as if all such positions constituted a single field of teaching.
- C) The staff excess shall be established by applying the rules concerning the formation of pupil groups.

(1) Every person employed by an establishment under the jurisdiction of the ministère de la Santé et des Services sociaux whose principal and customary occupation is to teach pupils.

APPENDIX V (cont'd)

- D) The non-legally qualified full-time pedagogue⁽¹⁾, in the employ of an establishment under the jurisdiction of the ministère de la Santé et des Services sociaux where teaching services are assumed by a board, shall obtain a provisional teaching authorization when such services are assumed by the board.
- E) No provision concerning security of employment or engagement of full-time teachers may prevent the board from proceeding with the integration of teachers referred to in this appendix.

Article 6) Movement of Personnel

- A) No provision concerning the movement of personnel may entail, for teachers, the non-re-engagement because of surplus or the placement on availability of a teacher referred to in this appendix.
- B) No provision concerning the movement of personnel may entail, for a teacher referred to in this appendix, the loss of the assignment that he had as of his integration.

Article 7) Life, Health and Salary Insurance Plans

- A) At the time of his integration, the board shall recognize, where applicable, for the integrated teacher the number of non-redeemable sick-leave days that the establishment recognized for him at the time of his departure by virtue of the collective agreement or the administrative policy in force at the establishment.
- B) At the time of the integration, the integrated teacher shall not be entitled to the benefits of paragraph B) of clause 5-10.40 except if such teacher did not benefit from a plan that granted him a compensation in case of absence from work due to illness or accident.

(1) Every person employed by an establishment under the jurisdiction of the ministère de la Santé et des Services sociaux whose principal and customary occupation is to teach pupils.

APPENDIX V (cont'd)

- C) The date of the beginning of participation in the life insurance plan provided for in clause 5-10.30 for the integrated teacher shall be the date of his integration.

Article 8) Remuneration

- A). The board shall recognize for the integrated teacher the years of experience and experience step that the establishment recognized for him in accordance with the collective agreement or the administrative policy in force at the establishment at the time of his integration and every additional year of experience shall be added to the years of experience thus recognized in conformity with the provisions of article 6-4.00.

- B) If, following the application of article 6-5.00, the salary resulting from such application is less than the annual salary to which the integrated teacher was entitled, such teacher shall maintain his right to the annual salary that was applicable to him on the last day of employment in the establishment concerned, until the application of the provisions of article 6-5.00 entails a higher salary for him.

Such salary guarantee shall not cover the premiums or supplements which could have been paid to the teacher concerned as a result of the application of the collective agreement that was applicable to him at the time of his integration.

- C) The teacher who assumed, during the last school year in the employ of the establishment, a position or a responsibility that entitled him to an annual premium, shall continue to receive such premium if the board assigns him the same responsibility or if the teacher holds the same position in the case of the psychiatric premium of the Rivière-des-Prairies Hospital or the Centre hospitalier régional de Lanaudière.

These annual premiums shall be as follows:

APPENDIX V (cont'd)

- C) 1) Premium⁽¹⁾ for educational animator applicable to the Institut des sourds de Charlesbourg Inc. and the Institution des sourds de Montréal:

\$1 928 as of the 101st day of work of the 1985-1986 school year;

\$2 005 as of the 101st day of work of the 1986-1987 school year;

\$2 096 as of the 101st day of work of the 1987-1988⁽²⁾ school year.

- 2) Premium⁽¹⁾ for person in charge of pedagogy applicable to the Rivière-des-Prairies Hospital:

\$3 086 as of the 101st day of work of the 1985-1986 school year;

\$3 209 as of the 101st day of work of the 1986-1987 school year;

\$3 355 as of the 101st day of work of the 1987-1988⁽²⁾ school year.

- 3) Psychiatric premium applicable to all teachers working at the Rivière-des-Prairies Hospital or the Centre hospitalier régional de Lanaudière with the exception of the person in charge of pedagogy:

\$530 as of the 101st day of work of the 1985-1986 school year;

\$551 as of the 101st day of work of the 1986-1987 school year;

\$551 as of the 101st day of work of the 1987-1988 school year.

(1) For the purposes of applying the agreement, this premium shall be considered as supplements.

(2) Where applicable, the increase provided for in clause 6-5.08 shall apply.

APPENDIX V (cont'd)

These annual premiums shall be in force from the 101st day of work of the school year to the 100th day of work of the following school year.

The annual premiums to be paid under this article shall be considered paid under article 6-6.00. Clauses 6-6.01, 6-6.02 and 6-6.03 cannot apply to a teacher as long as the board pays him a premium under article 8 herein.

Article 9) Offers of Engagement

In the case of the following institutions:

- Institut des sourds de Charlesbourg Inc.
- Institution des sourds de Montréal
- Rivière-des-Prairies Hospital
- Mont St-Aubert
- Centre hospitalier régional de Lanaudière

the board that proceeds with the integration in whole or in part of the teaching services of an establishment shall offer to the full-time pedagogues who taught on a full-time basis during the entire school year preceding the year of the integration within the framework of the teaching services so integrated, a contract as a full-time teacher at the board, within the framework of the teaching services so integrated.

Article 10) Transitory Measure

For the purposes of applying articles 4), 7A), 8A) and 8B) of this appendix, every modification to that recognized by the establishment for the integrated teacher following an arbitration decision or an out-of-court settlement made in lieu thereof, following a grievance lodged against the establishment in conformity with the provisions of the collective agreement applicable to the establishment or the procedure provided for in the integration protocol binding the establishment, the Centrale and the ministère de la Santé et des Services sociaux, shall constitute that which the establishment recognized for the integrated teacher.

Within ninety (90) days of his integration, the integrated teacher must, for the purposes of applying the preceding paragraph, inform the board in writing of the existence of such a grievance.

APPENDIX V (cont'd)

This appendix shall apply to the teachers in establishments already integrated and for those establishments for which the board and the union have already concluded an agreement in the framework of Appendix XIV of the 1975-79 collective agreement, in the framework of Appendix VIII of the 1979-82 agreement or in the framework of Appendix XX of the 1983-85 collective agreement as well as to those teachers in establishments which will be integrated under the present agreement and this can only have effect insofar as the union, if any, representing teachers referred to herein at the time of their engagement by the establishment, expressly renounces the application of the provisions of section 45 of the Labour Code.

APPENDIX VI

MOVING EXPENSES

- 1) The provisions of this appendix aim to determine that to which the teacher, who benefits from a reimbursement of his moving costs, is entitled as moving expenses within the scope of relocation as provided for in articles 5-3.00 and 5-4.00 and in Appendix IX.
- 2) Moving shall be deemed necessary if it takes place and if the distance between the teacher's new place of work and his actual domicile is greater than sixty-five (65) kilometres.

COST OF TRANSPORTING FURNITURE AND PERSONAL BELONGINGS

- 3) The board shall assume, upon presentation of supporting vouchers, the costs incurred for the transportation of the furniture and personal effects of the teacher concerned, including packing, unpacking and the cost of the insurance premium, or the costs of towing a mobile home on the condition that he provide at least two (2) detailed quotations of the costs to be incurred in advance.
- 4) However, the board shall not pay the cost of transporting the teacher's personal vehicle unless the location of his new residence is inaccessible by road. Moreover, the cost of transporting a boat, canoe, etc., shall not be reimbursed by the board.

STORAGE

- 5) When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new residence, the board shall pay the costs of storing the teacher's furniture and personal effects and those of his dependents, for a period not exceeding two (2) months.

Reference: clause 5-3.31

APPENDIX VI (cont'd)

CONCOMITANT MOVING EXPENSES

- 6) The board shall pay a moving allowance of seven hundred and fifty dollars (\$750) to any married teacher or of two hundred dollars (\$200) if he is single, in compensation for the concomitant moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the said teacher is assigned to a location where complete facilities are placed at his disposal by the board.

However, the seven hundred and fifty dollar (\$750) moving allowance payable to the transferred married teacher shall also be payable to the single teacher who maintains a dwelling.

LEASE COMPENSATION

- 7) The teacher referred to in the first paragraph of this appendix shall also be entitled, if need be, to the following compensation: for the abandonment of a dwelling without a written lease, the board shall pay the equivalent of one (1) month's rent. If there is a lease, the board shall indemnify the teacher who must terminate his lease and for which the landlord demands compensation to a maximum period of three (3) months' rent. In both cases, the teacher must attest that the landlord's request is well-founded and must present supporting vouchers.
- 8) If the teacher chooses to sublet his dwelling himself, reasonable costs for advertising the sublease shall be assumed by the board.

REIMBURSEMENT OF EXPENSES INHERENT TO THE SALE OR PURCHASE OF A HOUSE

- 9) The board shall pay, relative to the sale of the principal residence of the relocated teacher, the following expenses:
 - a) the real estate agent's fees, upon presentation of the contract with the real estate agent immediately after its passing, of the sales contract and the bill of the agent's fees;

APPENDIX VI (cont'd)

- b) the costs of notarized deeds chargeable to the teacher for the purchase of a house for the purpose of residence at his posting on the condition that the teacher be already the proprietor of his house at the time of his transfer and that the said house be sold;
 - c) the payment of the penalty for breach of mortgage, if need be;
 - d) the payment of the proprietor's transfer tax, if need be.
- 10) When the house of the relocated teacher, although it has been put up for sale at a reasonable price, is not sold at the time when the teacher must enter a new agreement for lodging, the board shall not reimburse the costs for looking after the unsold house. However, in this case, upon presentation of supporting vouchers, the board shall reimburse the following expenses for a period not exceeding three (3) months.
- a) municipal and school taxes;
 - b) the interest on the mortgage;
 - c) the cost of the insurance premium.
- 11) In the case where a relocated teacher chooses not to sell his principal residence, he may benefit from the provisions of this paragraph in order to avoid a double financial burden to the teacher-owner due to the fact that his principal residence is not rented at the time when he must assume new obligations to dwell in the area of his posting. The board shall pay him, for the period during which his house is not rented, the amount of his new rent, up to a period of three (3) months, upon presentation of the leases. Moreover, the board shall reimburse him for the reasonable costs of advertisement and the costs of no more than two (2) trips incurred for the renting of his house, upon presentation of supporting vouchers and in accordance with the regulation concerning travel expenses in effect at the board.

APPENDIX VI (cont'd)

ASSIGNMENT AND ACCOMMODATION EXPENSES

- 12) When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new residence, the board shall reimburse the teacher for the accommodation expenses for him and his dependents, in accordance with the regulation concerning travel expenses in effect at the board, usually for a period not exceeding two (2) weeks.
- 13) If the move is delayed, with the authorization of the board or if the married teacher's dependents are not relocated immediately, the board shall assume the teacher's transportation costs up to five hundred (500) kilometres to visit them every two (2) weeks if the distance to be covered is equal to or less than five hundred (500) kilometres round trip, and once a month if the distance to be covered exceeds five hundred (500) kilometres round trip, up to a maximum of sixteen hundred (1600) kilometres, the foregoing in accordance with the regulations concerning travel expenses in effect at the board.
- 14) The reimbursement of moving expenses provided for in this appendix shall be made within sixty (60) days of the teacher's presentation of supporting vouchers to the board that he is leaving.

APPENDIX VII

SUCCESSIVE RELOCATIONS

The Ministère, the Fédération and the Corporation may set up a parity committee within sixty (60) days of the date of the coming into force of this entente.

The committee shall be comprised of four (4) members:

- one representative of the MEQ
- one representative of the FCSCQ
- two representatives of the Centrale

Committee's mandate:

- 1) To study the cases of teachers who would be relocated obligatorily for a second time by the application of clause 5-3.23.
- 2) To make recommendations to the National Placement Bureau concerning the aforementioned cases.

The National Placement Bureau must apply the unanimous recommendations of the committee members that have been certified in writing and signed by each member.

APPENDIX VIII

LOAN OF SERVICE OF A TEACHER TO A COMMUNITY ORGANIZATION

The following provisions shall apply to the teacher who benefits from a loan of service to a community organization in accordance with clause 5-4.05.

- 1) The teacher shall benefit, for the duration of this contract, from a leave without loss of salary, including premiums for regional disparities if he continues to work in one of the sectors provided for in Chapter 12-0.00 of the agreement, the foregoing according to the terms and conditions of payment provided for in articles 6-8.00 and 6-9.00 of the agreement.
- 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 and workload provided for within the organization for the group of employees to which he belongs. Overtime shall be paid 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 which he would have under his agreement if he were really 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 his board.
- 5) Upon his return, the teacher shall be reintegrated into his field, discipline and school, subject to the provisions concerning the movement of personnel.

Reference: Clause 5-4.05

APPENDIX IX

EMPLOYMENT PREMIUM

The following provisions shall apply to the teacher who benefits from an employment premium in accordance with clause 5-4.06.

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

Should he choose to avail himself of severance pay, all the provisions concerning the granting of severance pay 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.

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

- 2) Unless the teacher can benefit from the federal labour mobility plan, the board may decide to grant the reimbursement of his moving expenses; if the board decides to do so, the teacher shall benefit from the provisions of articles 3) to 14) of Appendix VI.
- 3) The board shall pay the employer who engages the teacher an employment premium the amount of which is equal to the annual salary of the teacher at the time of his resignation, reduced, where applicable, by the amount of severance pay he receives. If it involves a teacher on availability, the annual salary shall be that he would receive had he not been on availability.

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

- 4) The teacher who leaves his new employment or whose engagement is cancelled before the termination of the payment of the employment premium provided for in article 3) must inform the school board by registered mail within ten (10) days of the date of the break in his employment tie; he shall then be entitled to receive the balance of the twelve (12) installments provided for in article 3) that the board had not paid at the time it received the notice.

Reference: Clause 5-4.06

APPENDIX X

TECHNICAL COMMITTEE ON INSURANCES

The Ministère, the Fédération and the Centrale agree that the committee provided for in clause 5-10.29 also has the mandate to insure the completion of the study and, if such should be the case, the implementation of the magnetic billing and by retrieving the personal insurance premiums as well as for the implementation in the same manner of the deductions at source of the premiums for general insurance of goods (I.A.R.D.)

Référence: clause 5-10.29

APPENDIX XI

**APPLICATION OF CLAUSES
5-10.33 and 5-10.59**

Within sixty (60) days of the coming into force of the present entente, the Ministère and the Fédération on the one hand and the Centrale on the other hand shall each nominate two (2) representatives to sit on a Committee whose mandate shall be as follows:

- to study the specific application of the modalities for the calculation provided for in clauses 5-10.33 and 5-10.59 taking into account the inherent particularities to the organisation of work and the method of teacher remuneration;
- to establish some general examples of calculations that translate the results of this study;
- to make the subsequent recommendations to the parties to this agreement.

Référence: clauses 5-10.33 and 5-10.59

APPENDIX XII

APPENDIX CONCERNING PARENTAL RIGHTS

The government shall undertake to guarantee that, as of the date of the coming into force of this entente, the teacher may receive, during her maternity leave, the full or partial compensation payable by the board by virtue of Section II regardless of the modifications made to the eligibility criteria for unemployment insurance which could arise after that date but on the condition that the foregoing is admissible under the Supplementary Unemployment Benefits Plan.

Moreover, the parties shall meet to discuss any problem which could arise as a result of the following:

- 1) if EIC were to have additional requirements with respect to the final written authorization allowing the plan to be registered as a supplementary unemployment benefit;
- ii) if, thereafter, EIC were to modify its requirements during the life of this entente.

It shall be understood that such discussions shall not constitute a reopening of the agreement.

APPENDIX XIII

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 article 5-17.00.

1) Period Covered by this Appendix and Return to Work

- a) The provisions of this appendix may apply to a given teacher for a period of two (2) years, three (3) years, four (4) years or five (5) years.
- b) This period is hereinafter called the "contract".
- c) The teacher must, following his leave, return to work at the board for a period of time at least equal to that of the leave. The teacher may return during or at the end of the contract, depending on when the leave is taken.

2) Duration of the Sabbatical Leave and Workload

- a) The sabbatical leave shall be for one (1) school year or half ($\frac{1}{2}$) a school year; in the latter case, the leave shall be for the first one hundred (100) or the last one hundred (100) days of work of the school year;
- b) for the remainder of the contract, the teacher's workload shall be the same as that of any other regular teacher;
- c) upon his return, the teacher shall be reinstated in his duties in accordance with the provisions of this agreement.

3) Rights and Benefits

During each of the school years contemplated by the contract, the teacher shall only receive a percentage of the salary to which he would be entitled under the applicable agreement. The percentage applicable shall be one of the percentages indicated in article 13 of this appendix.

Reference: Article 5-17.00

APPENDIX XIII (cont'd)

Subject to the provisions specified in this appendix, the teacher shall be entitled, for the duration of the contract and for each of the school years stipulated therein, to the rights and benefits that he 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 and supplements provided for in his agreement. For the remainder of the contract, the teacher shall be entitled, where applicable, to all of the premiums and supplements that are applicable to him;
- b) each of the school years referred to in 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⁽¹⁾ 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⁽²⁾ the board, without interest, for the amount received during the leave according to the percentages determined in article 14 of this appendix. However, these percentages will have to be adjusted in order to take into account, where applicable, the exact period of implementation of the contract;

(1) No withdrawal shall be permitted between April 1 immediately preceding the leave and the end of the school year of the leave.

(2) The board and the teacher may agree on the terms and conditions of reimbursement.

APPENDIX XIII (cont'd)

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

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

- c) the sabbatical leave is in progress;

the amount owing by one party or the other shall be calculated in the following manner:

amount received by the teacher during the leave minus the amounts already deducted from the teacher's salary following the application of article 3 of this appendix; if the result is negative, the board shall reimburse this amount to the teacher; if the result obtained is positive, the teacher shall reimburse⁽¹⁾ this amount to the board;

- d) for the purposes of the pension plans, the rights recognized shall be those the teacher would have received had he never benefitted from the contract. Thus, if the sabbatical leave was taken, the premiums paid during this leave shall be used to offset premiums unpaid for years worked in order to make up the differences in pension thus lost; however, the teacher may repurchase years of service lost, under the same conditions as those relating to a leave of absence without salary (200% RREGOP, 100% RRE and RRF).

Moreover, if the sabbatical leave was not taken, the premiums required to recognize all the years worked shall be deducted from the reimbursement of salary to be paid to the teacher.

5) Dismissal of the Teacher

In the event of the dismissal of the teacher, the contract shall terminate on the effective date of the dismissal. The conditions stipulated in article 4 shall then apply.

(1) The board and the teacher may agree on the terms and conditions of reimbursement.

APPENDIX XIII (cont'd)

6) Leave of Absence without Salary

For the duration of the contract, the total of one or more leaves of absence without salary may not exceed twelve (12) months. In this case, the duration of the contract shall be extended accordingly.

Should the total of one or more leaves of absence without salary exceed twelve (12) months, the contract shall terminate automatically and the provisions of article 4 shall apply.

7) Non-re-engagement of the Teacher

In the event of the non-re-engagement of the teacher on July 1 of a school year included in the contract, the latter shall terminate on that date and the provisions of article 4 shall apply.

8) Placement on Availability of the Teacher

In the event of the placement on availability of the teacher, this contract shall terminate on the date of the placement on availability and the provisions of article 4 shall apply. However, the board shall not make any monetary claim, if the teacher is required to reimburse the board according to paragraphs a and c of the said article (1,00 year of service for each year of participation in the contract) and the salary not paid shall be reimbursed without being subject to pension deductions.

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) in the case of a one-year leave, the effective date of the placement on availability coincides with the beginning of the year of the leave, but solely when the latter is taken during the last year of the contract.

APPENDIX XIII (cont'd)

9) Disability

- a) Disability develops before the leave is taken and still exists at the time when the leave is supposed to take place:

In this case, the teacher shall choose:

- 1) either to continue to participate in the contract and defer the leave until such time as he is no longer disabled. The teacher shall then receive his salary insurance benefit on the basis of the salary determined in the contract.

In the event that the disability still exists during the last year of the contract, the said contract may then be interrupted as of the beginning of the last year until the end of the disability. During this period of interruption, the teacher shall be entitled to the salary insurance benefit based on his regular salary;

- 2) or to terminate the contract and thus receive the amounts that have not been paid as well as the salary insurance benefit based on his regular salary. These unpaid amounts shall be subject to deductions for pension purposes.

- b) Disability develops during the sabbatical leave:

Disability shall be considered as beginning on the date the teacher returns to work and not during the sabbatical leave.

However, the teacher shall be entitled, during his sabbatical leave, to the salary determined in the contract. As of the date of his return to work, if he is still disabled, he shall be entitled to the salary insurance benefit specified in the entente for as long as he is covered by a contract. The salary insurance benefit shall be based on the salary determined in the contract. Should the teacher still be disabled at the expiry of the contract, he shall then receive a salary insurance benefit based on his regular salary.

APPENDIX XIII (cont'd)

- c) Disability develops after the teacher has benefitted from his sabbatical leave:

The teacher shall continue to participate and the salary insurance benefit shall be based on the salary determined in the contract until the disability ends. Should he still be disabled at the expiry of the contract, he shall receive a salary insurance benefit based on his regular salary.

- d) The disability lasts more than two (2) years:

During the first two (2) years, the teacher shall be treated in the manner prescribed previously. At the end of these two (2) years, the contract shall terminate and:

- 1) if the teacher has already taken his sabbatical leave, the salary paid in excess shall not be payable and pension rights shall be recognized in full (1,00 year of service for each year of participation in the contract);
- 2) if the teacher has not already taken his sabbatical leave, the salary not paid shall be reimbursed (without interest) without being subject to deductions for pension purposes. Furthermore, pension disability to which he is entitled by virtue of his pension plan shall become payable immediately.

10) Death of the Teacher

In the event of the teacher's death during the contract, it will end on the date of death and the provisions provided for in sub-paragraphs 1 and 2 of paragraph d) of article 9 shall apply.

11) Maternity Leave (20 weeks), 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 entente and shall be extended accordingly following the termina

APPENDIX XIII (cont'd)

- 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 entente 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
- 2) to terminate this contract, in which case the provisions of article 4 shall apply.

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

13) Percentages of Salary

a) For a half-year leave:

- a two (2) year contract: 75% of the salary;
- a three (3) year contract: 83,34% of the salary;
- a four (4) year contract: 87,5% of the salary;
- a five (5) year contract: 90% of the salary.

b) For a one year leave:

- a four (4) year contract: 75% of the salary;
- a five (5) year contract: 80% of the salary.

APPENDIX XIII (cont'd)

14) Reimbursement

a) Half-year leave:

For a two (2) year contract:

- after one hundred (100) days of implementation of the contract: 100% of the amount received;
- after one (1) year of implementation of the contract: 66,66% of the amount received.

2) For a three (3) year contract:

- after one hundred (100) days of implementation of the contract: 100% of the amount received;
- after one (1) year of implementation of the contract: 80% of the amount received;
- after two (2) years of implementation of the contract: 40% of the amount received.

3) For a four (4) year contract:

- after one hundred (100) days of implementation of the contract: 100% of the amount received;
- after one (1) year of implementation of the contract: 85,71% of the amount received;
- after two (2) years of implementation of the contract: 57,14% of the amount received;
- after three (3) years of implementation of the contract: 28,57% of the amount received;

4) For a five (5) year contract:

- after one hundred (100) days of implementation of the contract: 100% of the amount received;

APPENDIX XIII (cont'd)

- after one (1) year of implementation of the contract: 88,88% of the amount received;
- after two (2) years of implementation of the contract: 66,66% of the amount received;
- after three (3) years of implementation of the contract: 44,44% of the amount received;
- after four (4) years of implementation of the contract: 22,22% of the amount received.

b) One year leave:

1) For a four (4) year contract:

- after one (1) year of implementation of the contract: 100% of the amount received;
- after two (2) years of implementation of the contract: 66,66% of the amount received;
- after three (3) years of implementation of the contract: 33,33% of the amount received.

2) For a five (5) year contract:

- after one (1) year of implementation of contract: 100% of the amount received;
- after two (2) years of implementation of the contract: 75% of the amount received;
- after three (3) years of implementation of the contract: 50% of the amount received;
- after four (4) years of implementation of the contract: 25% of the amount received.

APPENDIX XIV

EVALUATION RULES PROVIDED FOR IN THE "MANUEL D'EVALUATION DE LA SCOLARITÉ"

Mr. Hervé Bergeron
Président
Commission des enseignants(es)
des commissions scolaires
2336, chemin Ste-Foy
Québec, (QC)
G1V 1S5

Sir,

Following the discussions that took place at the negotiating table with the representatives of the Centrale de l'Enseignement du Québec, this is to confirm that the evaluation rules contained in the "Manuel d'évaluation de la scolarité" in effect at the date of the coming into force of the entente will not be modified downwards.

Likewise, no teacher will see himself awarded an official attestation of scolarity lower than the one he already holds due to modifications brought to the rules contained in the said "Manuel".

Yours truly,

Claude Ryan
Ministre de l'Education.

Reference: Clause 6-1.02

APPENDIX XV

**RETROACTIVE MONETARY ADJUSTMENT FOLLOWING
AN OFFICIAL ATTESTATION OF SCHOOLING**

The ministère de l'Éducation and the Fédération des commissions scolaires catholiques du Québec will issue an administrative directive to the school boards and regional boards to the effect of paying, within ninety (90) days, if this has not already been done, the teacher who is in the employ of a school board during the period between July 1, 1968 and December 31, 1985, with or without employment ties with this board since January 1, 1986, the amounts that would be owing to him, subject to other obligations to pay contained in the collective agreements then applicable, as if the board had used the official attestation of the status of his schooling for classification purposes, or the official attestation resulting either from a decision made by the Revision Committee or from a change in the rules of the "Manuel d'évaluation de la scolarité".

Reference: Clause 6-2.07

APPENDIX XVI

SPECIAL CLASSIFICATION CASES

The rights conferred on a teacher under clauses 6-2.09, 6-5.02 and 6-5.03 shall apply for every school year subsequent to those already provided for in the aforementioned clauses.

However, it shall be understood that a teacher who did not benefit on June 30, 1982 from either clause 6-2.09 or 6-5.02 may not begin to benefit therefrom.

Reference: Clauses 6-2.09, 6-5.02 and 6-5.03

APPENDIX XVII

CALCULATION OF YEARS OF EXPERIENCE

Examples of the application of clause 6-4.03

I-

| | Years of experience | Experience step |
|--|------------------------|--------------------|
| Teacher X is presently paid at | 0 | 1 |
| After 90 days | 1 | 2 |
| After $\frac{45}{(135)}$ + 90 days | 2 | 3 |
| After $\frac{45}{(135)}$ + 90 days | 3 | 4 |
| After $\frac{45}{(135)}$ + 90 days | 4 | 5 |
| After one year full-time + (6-4.02) | 5 | 6 |
| After part-time, by-the-lesson or as occasional substitute $\frac{45}{(135)}$ + 90 days | 6 | 7 |

Reference: Clause 6-4.03

APPENDIX XVII (cont'd)

II-

| School year | Days of work accredited | | | Use of days for the purpose of calculating experience(1) | | | Balance after use | Number of years of experience recognized |
|-------------|-------------------------|-------------|-------|--|----|----|-------------------|--|
| | Balance transferred | Days worked | Total | 45 | 90 | 45 | | |
| A | - | 10 | 10 | - | - | - | 10 | - |
| B | 10 | 115 | 125 | - | 90 | - | 35 | 1 |
| C | 35 | 120 | 155 | 45 | 90 | - | 20 | 2 |
| D | 20 | 170 | 190 | 45 | 90 | 45 | 10 | 3 |
| E | - | 125 | 125 | - | 90 | - | 35 | 4 |
| F | 35 | 80 | 115 | 45 | - | - | 70 | 4 |
| G | 70 | 65 | 135 | - | 90 | 45 | - | 5 |

(1) Days credited shall be used only if they are equal to or greater than 45 or 90, as the case may be, the foregoing by blocks of 45 or 90.

Reference: Clause 6-4.03

APPENDIX XVIII

**COMPENSATION FOR EXCEEDING THE MAXIMUM
NUMBER OF PUPILS PER GROUP**

- A) For each group where the number of pupils exceeds the maximum provided for in article 8-8.00, the teacher concerned shall be entitled subject to articles 5-10.00 and 5-13.00 to the amount of compensation C defined as follows for each portion of the school calendar to which it applies:

$$C = \frac{27 \times N}{\text{Average}} \quad \times \cdot D \quad \times \quad \$1.00$$

where:

N equals the number of pupils in excess of the maximum provided for this group weighted according to the following formula: the first pupil who exceeds the maximum shall count as 1 pupil, the second pupil who exceeds the maximum shall count as 1,25 pupils and any other pupil who exceeds the maximum shall each count as 1,5 pupils.

Average equals the average determined in article 8-8.00 for this pupil category.

D equals the teaching time assumed for this pupil group by the teacher during a given portion of the school calendar.

Such time is expressed in the number of hours at the preschool and primary levels and in the number of fifty (50) minute periods or the equivalent at the secondary level multiplied by the number of teaching days during the school calendar for which such excess situation exists divided by five (5).

(example: 22 periods of 45 min. = 19,8 periods of 50 min.).

- B) The annual compensation to which the teacher is entitled shall be limited to:

- \$1,460.00 for the first pupil who exceeds the maximum prescribed;

APPENDIX XVIII (cont'd)

- \$1,825.00 for the second pupil who exceeds the maximum prescribed;
- \$2,190.00 for each other pupil who exceeds the maximum prescribed.

EXAMPLE

A teacher at the secondary level has a group of 36 pupils (the maximum of which is 32) for 5 periods of 50 minutes throughout the entire school year.

$$C = \frac{27 \times N}{\text{Average}} \quad \times D \quad \times \$1.00$$

Where N = 36-32=4 (1st pupil = 1
2nd pupil = 1,25
3rd pupil = 1,50
4th pupil = 1,50
Total = 5,25)

Average = 30

D = 5 x $\frac{180}{5}$ if the number of teaching days prescribed in the school calendar is one hundred and eighty (180).

$$C = \frac{27 \times 5,25}{30} \times 5 \times \frac{180}{5} \times 1,00 = \$850.50$$

Reference: Clause 8-8.01

APPENDIX XIX

PUPILS WITH LEARNING OR EMOTIONAL PROBLEMS

I) INTRODUCTION

For the purposes of applying the agreement, the board shall identify pupils with learning or emotional problems according to the following definitions.

II) DEFINITIONS

For the purposes of applying the agreement, the ministère shall adopt the following categories and definitions:

a) Pupils with Learning or Emotional Problems (Handicapped Pupils):

Every pupil attending a primary or secondary school who, because of a physical or sensorial handicap, mental deficiency, socio-emotional disturbance or marked learning disability, must receive either special instruction in an appropriate group because he cannot benefit from regular instruction or special services while benefitting from regular instruction in a regular group.

b) Mental Deficiencies:

Educable Mentally Retarded:

The pupil who, on a valid intelligence test, administered by a qualified person and according to the scientific procedures, has an intelligence quotient which is between 55 and 75.

N.B.: A deviation of + 5 or - 5 is considered normal in the use of an intelligence quotient.

Reference: Article 8-9.00

APPENDIX XIX (cont'd)

b) Mental Deficiencies: (cont'd)

Trainable Mentally Retarded:

The pupil who, on a valid intelligence test, administered by a qualified person and according to the scientific procedures, has an intelligence quotient which is between 25 and 55.

N.B.: A deviation of + 5 or - 5 is considered normal in the use of an intelligence quotient.

Severely Mentally Retarded:

The pupil whose mental development is such that it cannot be easily assessed by standardized intelligence tests and who, in general, suffers from severe associated disabilities.

c) Physical Handicaps:

1) Having motor disabilities (non-integrable):

The pupil who, as a result of an accident, sickness, injuries to the nervous system, (but localized in the peripheral tracts), congenital deficiency or malformation, suffers from a physical handicap which requires special pedagogical measures or intensive physical rehabilitation.

2) Having slight or moderate cerebral palsy:

The pupil who, as a result of a slight or moderate organic impairment of the motor-control centres of the brain shows a slight or moderate lack of motor coordination or slight or moderate sensory-motor difficulties, needs physical, sensory-motor and pedagogical rehabilitation measures as an integral part of his school program.

3) Having severe cerebral palsy:

The pupil who, as a result of a severe organic impairment of the motor-control centres of the brain, shows a severe lack of motor coordination or severe sensory-motor difficulties, needs physical, sensory-motor or pedagogical rehabilitation measures as an integral part of his school program.

APPENDIX XIX (cont'd)

c) Physical Handicaps: (cont'd)

4) Having physical disabilities:

The pupil who suffers from an organic extra-cerebral disease which is severe enough or which requires treatment as an integral part of his school program and special pedagogical measures.

Example: cardiopathy, arthritis, muscular dystrophy, lung disease,

1) Deaf:

The pupil who, on the strength of an appropriate examination administered by a competent specialist, is declared deaf; that is, suffering from an auditory loss of 80 decibels or more with the better ear.

2) Hard of hearing:

The pupil who, on the strength of an appropriate examination administered by a competent specialist, is declared hard of hearing; that is, suffering from an auditory loss of between 25 and 80 decibels with the better ear.

e) Visual Handicaps:

1) Blind:

The pupil who, on the strength of an appropriate examination administered by a competent specialist, is declared blind.

2) Partially sighted:

The pupil who, on the strength of an appropriate examination administered by a competent specialist, is declared partially sighted; that is, having a visual capacity between 20/70 and 20/200.

APPENDIX XIX (cont'd)

f) Socio-emotional Disturbances:

Suffering from socio-emotional disturbances:

The pupil who, on the strength of an appropriate psychological evaluation administered by a competent specialist, shows severe problems of social and emotional behaviour incompatible with the standards and numbers of regular school groups, must benefit from measures of emotional rehabilitation and of remedial education in a special group structured for this purpose.

g) Learning Difficulties:

This category of pupils comprises very heterogeneous groups. However, all of them have the following characteristic in common: although their vital, mental, sensorial and physical capacities are normal, they suffer from various difficulties of a psychological or pedagogical nature.

Several current terms attempt to designate this category: learning difficulties, perceptual difficulties, dyslexia, dyscalculia, dysorthography, speech difficulties, cerebral dysfunction, etc. They are all included herein under the general title of learning difficulties.

These difficulties may be severe or minor. Nevertheless, they shall always require special measures.

1. Minor Learning Difficulties:

Theoretically, minor difficulties are found at the primary level only.

2. Severe Learning Difficulties:

Severe difficulties, such as dyslexia, severe speech and reading difficulties are also found at the secondary level.

APPENDIX XIX (cont'd)

g) Learning Difficulties: (cont'd)

3. Readiness or Waiting Class:

The pupil of 6 years of chronological age, who suffers from a disability due to the lack of the prerequisites for learning must benefit, beyond kindergarten, from a readiness (waiting) class due to this special disability.

h) Being Multiply Handicapped:

The expression "being multiply handicapped" denotes the situation of every pupil who shows more than one syndrome at the same time: that is, a mental deficiency or a physical handicap associated with a major socio-emotional disturbance or a severe learning problem.

APPENDIX XI

**ESTABLISHMENT OF THE MAXIMUM NUMBER OF PUPILS
IN A GROUP IN WHICH PUPILS WITH LEARNING
OR EMOTIONAL PROBLEMS ARE INTEGRATED**

For the purposes of weighting integrated pupils, the board shall apply a weighting factor to integrated pupils according to the following formula:

$$F = \frac{MI}{M}$$

where

F is the weighting factor

MI is the maximum provided for in article 8-8.00 for the group into which the pupil is integrated.

M is the maximum provided for in article 8-8.00 for the category of pupils with learning or emotional problems to which the integrated pupil belongs.

If the result of the application of this formula for a given pupil is negative, the weighting factor shall not be taken into account.

If the product of the number of pupils thus weighted results in a fraction, the following shall occur:

- if the fraction is less than 0,5, it shall not be taken into account;
- if the fraction is equal to or greater than 0,5, it shall be rounded off to the next number.

Example: two pupils at the secondary level suffering from severe learning problems are integrated into a general instruction course with thirty pupils before integration.

Maximum of the group into which the two pupils have been integrated is 32.

APPENDIX XX (cont'd)

Maximum of the category to which the two pupils belong is 20.

Weighting factor = $\frac{32}{20} = 1,6$

Number of pupils integrated = $2 \times 1,6 = 3,2 = 3$

Total number of pupils for purposes of establishing the maximum of the group = $30 + 3 = 33$

In this case, the number of pupils exceeds the maximum provided (32) by 1 pupil and the teacher is therefore entitled to the compensation provided in clause 8-8.01.

Reference: Clause 8-9.05

APPENDIX XXI

**ESTABLISHMENT OF MAXIMUM AND AVERAGE NUMBER OF
PUPILS IN A GROUP OF PUPILS WITH LEARNING OR
EMOTIONAL PROBLEMS INCLUDING PUPILS OF DIFFERENT CATEGORIES**

The maximum number of pupils in this group shall be established as follows:

- a) the number of pupils in each category is divided by the maximum number of pupils per group for this category of pupils;
- b) the quotients thus obtained are added up;
- c) the total number of pupils in the group is divided by the total of all the quotients thus obtained;
- d) the new quotient thus obtained is the maximum. If the fraction is less than 0,5, it is dropped; if the fraction is equal to or greater than 0,5, it is rounded off to the next higher number.

The average shall be obtained by subtracting two (2) from the maximum.

EXAMPLE:

At the secondary level, a group of eighteen (18) pupils is made up as follows:

Reference: Clause 8-8.01

APPENDIX XXI (cont'd)

| Number of pupils | Category | Maximum |
|------------------|------------------------------|---------|
| 10 | severe learning problems | 20 |
| 5 | socio-emotional disturbances | 14 |
| 3 | multiple handicaps | 11 |

$$\frac{10}{20} + \frac{5}{14} + \frac{3}{11} = 15,66$$

- MAXIMUM OF THIS GROUP IS 16;
- AVERAGE OF THIS GROUP IS 14;
- MAXIMUM IS EXCEEDED BY 2.

Reference: Clause 8-8.01

APPENDIX XXII

**COMMITTEE CONCERNING PUPILS WITH
LEARNING OR EMOTIONAL PROBLEMS**

Within sixty (60) days of the coming into force of this entente, the ministère de l'Éducation, the Fédération des commissions scolaires catholiques du Québec and the Quebec Association of Protestant School Boards on the one hand and the Centrale de l'enseignement du Québec, the Provincial Association of Protestant Teachers and the Provincial Association of Catholic Teachers on the other hand, shall set up a parity committee of experts comprised of four (4) representatives of the union group and four (4) representatives of the employer group.

The committee's mandate shall be:

- 1) to make recommendations, if need be, on the new definitions of categories of pupils with learning or emotional problems;
- 2) to evaluate the impact on the average number of pupils per group when the groups of pupils with learning or emotional problems include pupils of different categories and to make the appropriate recommendations;
- 3) to make recommendations on the restrictions regarding the number of pupils with learning or emotional problems to be integrated into a regular group.

The recommendations of the committee shall be the subject of discussion between the parties to this entente within the framework of article 9-5.00.

APPENDIX XXIII

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 as well as 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.

APPENDIX XXIV

LETTER CONCERNING SMALL SCHOOLS

Mr. Hervé Bergeron,
President,
Commission des enseignants(es)
des commissions scolaires
2336, chemin Ste-Foy,
Québec, (Québec)
G1V 1S5

Dear Sir:

I would like to confirm the policy of the ministère de l'Éducation concerning the small schools which could be considered as special cases.

The Ministère, through its budgetary rules, ensures to the school boards where there are small schools resources equivalent to those allocated under Appendix XIX of the 1983-1985 agreement, by taking into account the data concerning the workload and the evolution of clientele.

Yours truly,

Thomas J. Boudreau
Sous-ministre de l'Éducation

APPENDIX XIV

**ADDITION OF TWO HUNDRED (200) TEACHING POSITIONS
IN GENERAL INSTRUCTION AT THE SECONDARY LEVEL**

Mr. Hervé Bergeron,
President
Commission des enseignants(es)
des commissions scolaires
2336, Chemin Ste-Foy
Ste-Foy (Québec)
G1V 1S5

Dear Sir:

Following the discussions that have taken place since the publication of Raymond Désilets' mediation report on the negotiation of a collective agreement, I undertake to finance, as of the 1987-1988 school year, two hundred (200) additional teaching positions in general instruction at the secondary level in order to reduce, as much as possible, problems encountered such as the high number of pupil groups assigned to the same teacher.

These positions will be distributed in proportion to the number of pupils at the secondary level in all Catholic and Protestant school boards.

Consequently, I will set up, as quickly as possible, a parity committee comprised of eight (8) members whose mandate will be to make recommendations to me, before May 15, 1987, concerning the distribution of these two hundred (200) positions.

Yours truly,

CLAUDE RYAN
Ministre de l'Éducation

APPENDIX XXVI

TECHNICAL/VOCATIONAL INSTRUCTION

Mr. Hervé Bergeron
President
Commission des enseignants(es)
des commissions scolaires
2336, Chemin Ste-Foy
Ste-Foy (Québec)
GLV 1S5

Dear Sir:

Following the discussions that have taken place since the publication of Raymond Désilets' mediation report on the negotiation of a collective agreement, I intend to set up an advisory committee on the implementation of a policy on technical/vocational instruction at the secondary level.

The implementation of this new policy on technical/vocational instruction, which was adopted last December 10 at a regular meeting of the Cabinet, will commence as of the 1987-1988 school year. It is important that the teachers and the unions which represent them, as well as the school boards join with the ministère de l'Éducation in a concerted effort to ensure the success of this endeavour. It is for this reason that I decided to set up an advisory committee.

The task force's mandate shall be to provide me with any recommendation that it deems necessary for the effective implementation of the policy on technical/vocational instruction at the secondary level. I believe that the committee will have to study, among other subjects, the following: retraining and professional improvement of teachers in the technical/vocational sector; revision of programs and of the list of technical/vocational options; organization of technical/vocational instruction on a quarterly basis; individualized paths for learning; harmonization between youth and adult sectors; harmonization of programs between the secondary and collegial levels; manual and technical instruction courses as well as complementary technical/vocational instruction courses offered to all secondary students.

APPENDIX XXVI (cont'd)

We can agree, immediately, on the exact composition of the committee, which may call upon outside resource people whose expertise could be useful in its work.

Moreover, on the strength of the committee's recommendations, the national parties may, at a later date, agree to modify the ententes in accordance with the provisions therein.

Yours truly,

CLAUDE RYAN,
Ministre de l'Éducation

APPENDIX XXVII

**MULTI-ETHNIC AND
UNDERPRIVILEGED AREAS**

The ministère de l'Éducation, the Fédération des commissions scolaires catholiques du Québec and the Quebec Association of Protestant School Boards on the one hand, and the Centrale de l'enseignement du Québec, The Provincial Association of Protestant Teachers and the Provincial Association of Catholic Teachers on the other hand, shall set up, as soon as possible, a parity committee comprised of four (4) representatives of the union group and four (4) representatives of the employer group. The committee's mandate shall be:

- 1) to assess the needs and educational services offered to pupils in these areas;
- 2) to take stock of the measures required to improve the educational services offered to pupils in these areas;
- 3) to make recommendations to the parties concerning the means to be devised to improve and develop educational services for pupils in these areas.

The committee must submit a report to the parties no later than June 30, 1987 or at another date agreed to by the members of the committee.

The recommendations of the committee shall be discussed by the parties to this entente within the framework of article 9-5.00.

APPENDIX XXVIII

"ACCUEIL" OF PUPILS AT PRESCHOOL

The following extract from the "Règlement sur le régime pédagogique du primaire et l'éducation préscolaire" has been reproduced for information purposes:

Section 36:

Pupils' School Calendar: For preschool education, the pupils' school calendar, including the calendar for pupils with learning disabilities, subject to any special authorizations, consists of a maximum of 200 half-days, at least 180 are allocated to educational and motivational activities, pupil personnel services and auxiliary services for pupils.

Notwithstanding the first paragraph, the school board may use half-days devoted to educational and motivational activities for the "accueil" of pupils at beginning of the school calendar.

R.R.Q. 1981, Chapter C-60, r.11, s.36; D. 2629-84, s.4.

APPENDIX XXIX

INFORMING PARENTS

A) The following extracts from the "Règlement sur le régime pédagogique du primaire et l'éducation préscolaire" have been reproduced for information purposes:

1) Section 8, 2nd paragraph (preschool education):

The school board must ensure that the parents of each pupil receive a written evaluation of their child's development at least five (5) times a year. At least four (4) of these evaluations are school reports made in accordance with the rules prescribed by the Minister.

R.R.Q., 1981, Chapter C-60, r.11, s.8; D. 2629-84, s.1

2) Section 23, 2nd paragraph (primary level):

The school board must ensure that the parents of each pupil receive a written evaluation of the child's school achievement and behaviour, at least five (5) times a year, the first arriving in October at the latest. At least four (4) of these evaluations are school reports made in accordance with the rules prescribed by the Minister.

R.R.Q., 1981, Chapter C-60, r.11 s.23; D. 409-83, s.1

B) The following extract from the "Régime pédagogique du secondaire" has been reproduced for information purposes:

- Section 8, 2nd paragraph (secondary level):

The school board must ensure that the parents of each pupil receive a written evaluation of their child's school achievement and behaviour, at least five (5) times a year, the first arriving in October at the latest. At least four (4) of these evaluations are school reports made in accordance with the rules prescribed by the Minister.

R.R.Q., 1981, Chapter C-60, r.12, s.8

APPENDIX XXX

ADULT EDUCATION

The ministère de l'Education, the Fédération des commissions scolaires catholiques du Québec and the Quebec Association of Protestant School Boards on the one hand, and the Centrale de l'enseignement du Québec, the Provincial Association of Protestant Teachers of Quebec and the Provincial Association of Catholic Teachers on the other hand, shall set up a parity committee comprised of four (4) representatives of the union group and four (4) representatives of the employer group.

The committee's mandate shall be:

- 1) to study the case of teachers paid at an hourly rate for whom instruction to adults is their principal employment;
- 2) to study the employment system in adult education and assess the possibility of granting contracts to these teachers;
- 3) to find the appropriate solutions to these problems and forward recommendations to the parties.

The committee shall be set up within sixty (60) days of the coming into force of this entente and shall prepare a report as quickly as possible.

The committee's recommendations shall be subject to discussion between the parties to this entente within the framework of article 9-5.00.

APPENDIX XXXI

CHAPAIS-CHIBOUGAMU SCHOOL BOARD

Article 1 The present appendix applies to full-time teachers in the specialty of "ore mining" in adult education employed by the Chapais-Chibougamu School Board.

Article 2 Subject to the provisions provided for in this appendix, the other stipulations of the agreement shall continue to apply.

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

Article 4 **Work Year**

The work year shall comprise a maximum of two hundred (200) work days within the school year and shall comprise one thousand eighty (1080) hours to be devoted to duties as set out in clause 11-10.02.

The board shall consult the union regarding the distribution of the work days by submitting an individual calendar by May 15th, at the latest, of each year. This calendar must include a continuous period of at least four (4) weeks of vacation.

Article 5 **Work Week**

A) The weekly time to be devoted to duties contained in clause 11-10.02 shall be thirty-three (33) hours and twenty (20) minutes and shall be considered as a weekly average which may be exceeded for certain weeks and compensated for by a reduction equal to the time exceeded in the other weeks. However in this case, the time to be devoted to duties set out in clause 11-10.02 remain at 1080 hours per year.

B) If the board exceeds thirty-seven (37) hours of work, for a given teacher, in a given week, such teacher will be entitled, for each exceeding period of 50 to 60 minutes, to a monetary compensation equal to 1/1000 of the annual salary. The payment of such compensation shall be made on the last pay period of the school year in question.

APPENDIX XXXI (cont'd)

- C) No exceeding period, remunerated by virtue of this article, shall be calculated in the establishment of the average time set out in paragraph A of this article, nor in the establishment of the annual number of hours of work provided for in article 4 of this appendix.
- D) The hours of work provided for in the present article do not include the time provided for in clause 11-10.06 for the teachers' meal period.

Article 6 Annual hours of supplemental work

Any teacher covered by the present appendix can, upon request to the board, accept to work a number of hours in excess of the number of annual working hours provided for in article 4 of this appendix. However in this case, the only provisions that are applicable to him are those found in clause 11-2.02.

Article 7 Remuneration

The provisions of clauses 6-8.03 and 6-8.04 apply to the teacher covered by this appendix. However, if the application of the provisions of this appendix necessitates certain adjustments to the method of calculation provided for in the said clauses, the board shall make those calculations. Such reajustments shall be made during the course of the school year, or, at the latest, with the last pay period of the school year in question.

Article 8 The board and the union may agree to modalities of application of one or other of the articles or clauses of the entente, if such agreement is made necessary by the application of the provisions of this appendix.

Such agreement cannot have as an effect to annul, amend or modify the scope of the article or clause but only the modalities of its application.

APPENDIX XXIII

**LETTER OF AGREEMENT CONCERNING
REGIONAL DISPARITIES**

The parties agree to set up a working committee comprises of four (4) members (two employer representatives and two union representatives) mandated to study the following dossiers as a priority and in the order prescribed:

- 1) Study the problem cases submitted by the union group to the committee concerning the application of the former collective agreements, the definition of "point of departure" for Fermont and du Littoral.
- 2) Study the situation of employees of the lower North Shore and Fermont concerning the provision of food, lodging and outings.
- 3) Report to the parties on points 1), 2) and 5).
- 4) Agree on an analytical grid which permits the evaluation of each of the localities presently referred to in the chapter on regional disparities. This evaluation shall determine which localities belong to one of the five (5) existing sectors: it shall take elements such as the following into account:
 - nature of services available on location;
 - isolation;
 - accessibility;
 - local food sources;
 - weather conditions;
 - quality of services;
 - services not available - cost of services.

Proceed first with the evaluation of Némaska and Umiujak.

The Union and employer groups agree to make the results of the evaluation of the localities of Némaska and Umiujak retroactive to the date of the coming into force of the agreement.

- 5) Study the relevance of maintaining the retention premium plan for the school municipalities of Sept-Iles (including Clarke City) and Port Cartier for teachers engaged after December 31, 1988.

APPENDIX XXXII (cont'd)

- 6) The parties also agree, insofar as there is an agreement within the committee, to follow up this agreement concerning section 1 of this letter of agreement.
- 7) The government shall assume the committee's secretarial costs as well as the costs of the union releases including the remoteness and isolation premiums of the union representative who are members of the committee.

APPENDIX XXIII

**LETTER OF AGREEMENT
CONCERNING REGIONAL DISPARITIES**

**SUBJECT: Tax system regarding benefits related to regional disparities
disparities**

The parties agree to meet and discuss amendments which could be made to the benefits under the chapter on regional disparities if the rules governing the taxation of these benefits were changed substantially by the competent authorities.

APPENDIX XXXIV

**TEACHERS COVERED BY THE "PROTOCOLE D'INTEGRATION
DES PROFESSEURS DE L'ETAT DU QUEBEC
AUX COMMISSIONS SCOLAIRES"**

Mr. Hervé Bergeron
President
Commissions des enseignants(es)
des commissions scolaires
2336, Chemin Ste-Foy
Ste-Foy (Québec)
G1V 1S5

Dear Sir,

I wish to confirm that the teachers who were subject to the "Protocole d'intégration des professeurs de l'Etat du Québec aux commissions scolaires" and who are on availability in a school board shall receive 100% of the salary they would receive if they were not on availability as long as they remain covered by this "protocole".

Yours truly,

CLAUDE RYAN
Ministre de l'Éducation

APPENDIX XXIV

APPENDIX REGARDING PRE-RETIREMENT LEAVE

Mr. Hervé Bergeron
President
Commissions des enseignants(es)
des commissions scolaires
2336, Chemin Ste-Foy
Ste-Foy (Québec)
G1V 1S5

Dear Sir:

The government shall undertake to propose to the National Assembly the adoption and implementation of the necessary legislative provisions to ensure that a teacher on a pre-retirement leave paid at 50% of his salary will have his contribution to the pension plan (RRE, RRF, RREGOP) calculated accordingly. However, such a pre-retirement year shall count as a full year of service and the annual salary he would have received, had he not been on a pre-retirement leave paid at 50%, shall be considered as the annual salary for that year for purposes of computing his pension.

Yours truly,

PAUL GOBEIL
Président du Conseil du Trésor

APPENDIX XXXVI

PENSION PLANS

1.00 LETTER CONCERNING GOVERNMENT'S INTENTION REGARDING BREGOP

1.01 The government shall undertake to adopt the necessary decrees and to propose to the National Assembly the adoption of the necessary legislative provisions in order to make the modifications provided for in sections 2.00, 3.00 and 4.00 of this appendix to the Act respecting the Government and Public Employees Retirement Plan.

2.00 AMENDMENTS

2.01 A) The Act respecting the Government and Public Employees Retirement Plan should be amended so that any person excluded from this pension plan because of his status, becomes eligible to contribute to a pension plan as of January 1, 1988, with the exception of the persons who, the parties agree, are excluded by regulation and the following:

- 1) students;
- 2) trainees;
- 3) persons on contract;
- 4) persons paid on a sessional basis or paid a fee for service;
- 5) salaried students;
- 6) interns or residents.

B) The Act respecting the Teachers Pension Plan (RRE) and the Act respecting the Civil Service Superannuation Plan (RRF) should also be amended in order to allow a participant to such plans to continue to participate thereto in the event of a change in his employee status without interrupting service for more than one hundred and eighty (180) days.

C) The provisions of sections 115.1 to 115.3 of the Act respecting the Government and Public Employees Retirement Plan shall apply to the persons referred to in paragraphs A) and B).

APPENDIX XXXVI (cont'd)

2.02 The Act respecting the Government and Public Employees Retirement Plan and the Act respecting the Civil Service Superannuation Plan should be amended in order to allow any person to retire if he contributes to one of the aforementioned plans, has reached the age of sixty-two (62) years and has at least ten (10) years of service for purposes of qualifying for a pension.

The annuity payable shall be the full amount credited by the plan at that time without applying any factor or actuarial reduction.

The actuarial reduction provided for in section 38 of the Act respecting the Government and Public Employees Retirement Plan and in sections 2 and 56 of the Act respecting the Civil Service Superannuation Plan should be adjusted to take into account this new criteria in order to qualify for a pension.

However, the normal retirement age remains at sixty-five (65) years of age.

2.03 The Act respecting the Government and Public Employees Retirement Plan should be amended in order to set up a temporary early retirement program applicable to any person who is at least sixty-two (62) years of age and who has at least two (2) years of service credited for purposes of qualifying for a pension. This program would include the following elements:

a) a life annuity equal to an amount corresponding to the number of years and/or parts of a year of service, recognized for the purposes of computing pension, between the person's age on retirement and sixty-five (65) years of age. These years and/or parts of a year of service shall be coordinated by the Québec Pension Board (RRQ);

moreover,

b) a life annuity equal to an amount corresponding to the actuarial reduction applicable to the annuity payable by the Québec Pension Plan as long as this annuity is paid at the time when a request for such life annuity is made to the Commission administrative des régimes de retraite et d'assurance (CARRA). Moreover, the payment of the annuity by the RRQ must begin no later than July 1989;

APPENDIX XXXVI (cont'd)

- c) a life annuity equal to an amount corresponding to the actuarial reduction applicable to the pension acquired under the Government and Public Employees Retirement Plan (RREGOP) if the person has less than ten (10) years of service credited for purposes of qualifying for a pension including those referred to in paragraph a);
- d) the life annuities provided for in paragraphs a) and c) shall be indexed annually by the amount in excess of the consumer price index over three per cent (3%). Fifty per cent (50%) of the life annuities shall be transferable to the surviving spouse;
- e) the life annuity provided for in paragraph b) shall be indexed annually according to the consumer price index. Fifty per cent (50%) of the life annuity shall be transferable to the surviving spouse.

The terms and conditions concerning the payment of the life annuity shall be determined by the Pension Committee of the CARRA;

- f) the pension credits repurchased by a person under the provisions of the Act respecting the Government and Public Employees Retirement Plan shall be paid without actuarial reduction;
- g) in no case may the total life annuity of the RREGOP including that provided for in paragraph a) exceed seventy per cent (70%) of the average salary of the five (5) highest remunerated years of the person benefiting from the early retirement program;
- h) the Act respecting the Government and Public Employees Retirement Plan should also be amended so as to make sections 203 to 209 of the Act applicable to every person benefiting from the early retirement program as regards the old age security pension;
- i) only the participants in the RREGOP on December 31, 1986 and on the date on which they applied for a pension (as long as the latter becomes payable before June 30, 1989) may benefit from the early retirement program provided for in this appendix. The persons who are absent because of disability, work accidents, pre-retirement or leaves without pay shall be eligible under the same conditions.

APPENDIX XXXVI (cont'd)

However, the persons who are absent because of disability, work accidents or pre-retirement between April 1, 1987 and the coming into force of the early retirement program and who retire during this period shall also be eligible under the same conditions, as of the coming into force of the early retirement program;

- j) the administration of the early retirement program shall be entrusted to the Commission administrative des régimes de retraite et d'assurance (CARRA) under the supervision of the Pension Committee.

It shall also be the responsibility of the CARRA to inform the persons who are eligible for the program. To this end, it must inform the participants in the plan of the existence of the early retirement program as soon as it is implemented.

Moreover, the CARRA must provide upon request any information indicating the pension amounts that the person will receive under the program;

- k) the person benefiting from the program may, upon request, continue to participate in the basic health insurance plan provided for in the collective agreement until he reaches sixty-five (65) years of age.

The employer's contribution provided for in the collective agreement shall be computed in the financing of the early retirement program and the person shall pay his share of the required premium;

- l) the provisions of section 201 of the Act respecting the Government and Public Employees Retirement Plan shall apply in their entirety to every person who is eligible for this early retirement program;
- m) a participant in RREGOP can only benefit once from the provisions provided for in the early retirement program.

2.04 Duration of the Program

Subject to clause 1.01, the early retirement program shall be implemented no later than April 1, 1987 and shall end on June 30, 1989.

APPENDIX XXXVI (cont'd)

2.05

The Act respecting the Government and Public Employees Retirement Plan should be amended in order to allow a person to retire without an actuarial reduction if he has at least thirty-five (35) years of service credited for the purposes of qualifying for a pension during the period between July 1, 1987 and December 31, 1989.

The actuarial reduction provided for in section 38 of the Act respecting the Government and Public Employees Retirement Plan should be adjusted to take into account this new eligibility criteria but solely for the period between July 1, 1987 and December 31, 1989.

The costs related to this benefit shall be computed with those related to the early retirement program as provided for in clause 2.06.

Paragraphs l) and m) of clause 2.03 shall apply in their entirety to this paragraph.

2.06

Financing of the RREGOP Program

The parties shall undertake to maintain their contribution at the present level (4,9% - 4,9%) for the period from January 1, 1987 to December 31, 1989.

The amounts thus released shall be used first to finance the cost of the new criteria for retirement at sixty-two (62) years of age and with at least ten (10) years of service provided for in clause 2.02.

Secondly, the excess of the amounts released shall be used to finance the costs of the early retirement program (excluding the cost of the pension credits in paragraph f) of clause 2.03) and the cost of the criteria to qualify for a pension with at least thirty-five (35) years of service.

The CARRA shall maintain a separate up-to-date statement of the costs resulting from the application of clauses 2.03 and 2.05 in relation to the amounts available. The CARRA shall submit a report to the parties concerned in the manner determined by the Pension Committee.

APPENDIX XXXVI (cont'd)

The parties agree to terminate the application of the provisions of clause 2.03 in the event that the amounts released are used in their entirety to finance this program as of June 30, 1989.

As regards the provisions provided for in clause 2.05, they shall apply in their entirety until December 31, 1989.

However, the parties shall agree to discuss, as of April 1, 1989, whether the early retirement program provided for in clause 2.03 will continue to exist after June 30, 1989.

2.07 Implementation Committee

The parties herein agree to set up an ad hoc committee to implement the early retirement program. The committee will be comprised of representatives of the union group and of the employer group.

2.08

In order to rectify any problems, the Act respecting the Government and Public Employees Retirement Plan, the Act respecting the Teachers Pension Plan and the Act respecting the Civil Service Superannuation Plan should also be amended in the following manner:

- a) Amendments shall be made to these Acts in order to allow a person who was a teacher, within the meaning of the Teachers Pension Plan, to buy back years and parts thereof prior to January 1, 1968 which were reimbursed following a termination of employment by reason of marriage, maternity or adoption during the year preceding or the two (2) years following the termination of employment.

The costs of buying back years of service for a person who was a teacher, within the meaning of the Teachers Pension Plan, shall be set at one thousand dollars (\$1,000.00) for each year of service repurchased. The repurchase may be made in whole or in part and the person who was a teacher, within the meaning of the Teachers Pension Plan, must be a participant in the RRE-RRF-RREGOP on the date of the repurchase.

For the purposes of actuarial valuation, these years shall be considered as service prior to July 1, 1973 but shall be indexed according to the amount in excess of the consumer price index over three per cent (3%).

APPENDIX XXXVI (cont'd)

There is no time limit in which to submit a request to repurchase.

- b) Amendments will be made to these Acts in order to allow a person who was a teacher, within the meaning of the Teachers Pension Plan, and who was on a maternity leave, to be credited with the time spent on a maternity leave since July 1, 1965.

For each maternity leave, the number of days credited shall be as follows:

- from July 1, 1965 to June 30, 1970: the number of days required to complete a year of service which would otherwise be incomplete. Maximum of ninety (90) days;
- from July 1, 1970 to June 30, 1976: the number of days required to complete a year of service which would otherwise be incomplete. Maximum of ninety (90) days (status quo);
- from July 1, 1976 to June 30, 1983: maximum of one hundred and twenty (120) days (status quo and elimination of time limit in which to request recognition of credit);
- since July 1, 1983: maximum of one hundred and thirty (130) days (status quo).

In order to qualify for a credit, the person who was a teacher, within the meaning of the Teachers Pension Plan, must have worked during the year preceding her maternity leave and must return to work within the two (2) years following the maternity leave.

Such person shall not be required to disburse any amount.

The person who was a teacher, within the meaning of the Teachers Pension Plan, must be a participant in the RREGOP-RRE-RRF at the time of the request for repurchase. There is no time limit in which to submit a request.

APPENDIX XXXVI (cont'd)

The conditions required for the recognition of the credit for each of the periods concerned shall remain unchanged except for the time limit. For the period from July 1, 1965 to June 30, 1970, the conditions provided for the period from July 1, 1970 to June 30, 1976 shall apply.

c) Financing

- 1) As a group contribution to the cost of the benefits provided for in clause 2.08, the CEQ, FTQ and CSN shall maintain the contribution rate to the RRE at its present rate (7,15% net rate) for the period from January 1, 1987 to December 31, 1989.

For the person who was a teacher, within the meaning of the Teachers Pension Plan, and who contributes to the Government and Public Employees Retirement Plan or the Civil Service Superannuation Plan, the repurchase cost as determined above is increased by an amount corresponding to 0,55 per cent of her salary on the date of the repurchase multiplied by three (3).

The pension credits acquired under the Government and Public Employees Retirement Plan by a person who was a teacher, within the meaning of the Teachers Pension Plan, for one (1) or more paid out years following a termination of employment by reason of marriage, maternity or adoption shall be cancelled and the amounts paid may be used to cover the repurchase cost according to these provisions.

The amounts thus released (difference between actual rate 7,15 per cent and the rate proposed 6,6 per cent) could be used by the Government. The same shall apply to the amounts paid by persons, who were teachers within the meaning of the Teachers Pension Plan, for the various repurchase requests.

- 2) No later than July 1, 1989, the parties shall undertake to analyze the actuarial valuations produced by the CARRA concerning commitments related to the granting of benefits provided for in clause 2.08 in relation to the amounts released between January 1, 1987 and December 31, 1989.

APPENDIX XXXVI (cont'd).

It shall be understood that the commitments related to the granting of benefits provided for in clause 2.08 will be considered as commitments of the Teachers Pension Plan after July 1, 1982 for the purposes of the actuarial valuations of the Teachers Pension Plan.

2.09 The parties agree to mandate the Pension Committee of the CARRA to study the possibility of setting a minimal waiting period before a person eligible for the Government and Public Employees Retirement Plan could obtain a reimbursement of his contributions following a termination of employment.

3.00 RRF EARLY RETIREMENT PROGRAM

3.01 The Act concerning the Civil Service Superannuation Plan should be modified in order to set up a temporary early retirement program applicable to any person who is at least sixty-two (62) years of age and who has at least ten (10) years of service in order to qualify for a pension or, as the case may be, any person who is less than sixty-two (62) years of age, regardless of his age, and who has at least thirty-two (32) years of service for purposes of qualifying for a pension. This program would include the following elements:

- a) a life annuity equal to an amount corresponding to the number of years and/or parts of a year recognized for the purposes of computing pension between:
 - sixty-five (65) years of age less the age of the person at the date of retirement
 - or, as the case may be,
 - thirty-five (35) years of service less the years of service credited to this person at the date of retirement;
- b) in no case may the total number of years of service recognized for the purposes of computing pension of a person eligible for the program exceed thirty-five (35) years;

APPENDIX XXXVI (cont'd)

- c) the life annuity provided for in paragraph a) shall be indexed annually by the amount in excess of the consumer price index over three per cent (3%). Fifty per cent (50%) of the annuity shall be transferable to the surviving spouse;
- d) paragraphs b), h), j), k), l) and m) of clause 2.03 shall apply to this early retirement program. However, the employer's contribution referred to in paragraph k) may in no case be maintained for a period exceeding three (3) years.

3.02 Duration of the Program

Subject to article 1.00, the early retirement program provided for in section 3.00 shall be implemented no later than April 1, 1987 and shall end on June 30, 1989.

3.03 Financing of the RRF Program

The parties shall undertake to maintain their contribution at the present level (6,15% - 6,15% for RRF) for the period from January 1, 1987 to December 31, 1989.

The sums thus released will be used first to finance the cost of the new criteria for retirement at sixty-two (62) years of age and with at least ten (10) years of service provided for in clause 2.02.

Secondly, the excess of the amounts released will be used to finance the costs of the early retirement program provided for in clause 3.01.

The CARRA should maintain an up-to-date statement of the costs involved as a result of the application of clauses 2.02 and 3.01 in relation to the amounts available for its financing. The CARRA shall submit a report to the parties concerned in the manner determined by the Pension Committee.

The parties shall terminate the application of the provisions of clause 3.01 in the event that the amounts released are totally used to finance this program as of June 30, 1989.

However, the parties shall undertake to discuss whether this early retirement program will continue to exist as of April 1, 1989.

APPENDIX XXIV (cont'd)

3.04 Implementation Committee

The parties agree to set up an ad hoc committee responsible for the implementation of the RRF early retirement program as provided for in clause 3.01. A representative of the SFPQ will sit on this committee.

4.00 REPURCHASE

The date provided for in section 87 of the Act respecting the Government and Public Employees Retirement Plan will be changed to July 1, 1989.

5.00 NON-DISCRIMINATION OF THE FRINGE BENEFITS OF THE RRE-RRF

The government, the CEQ, the FTQ and the CSN agree to mandate the Pension Committee of the CARRA to study the necessary legislative modifications in order to eliminate certain discriminatory clauses in the Teachers Pension Plan and the Civil Service Superannuation Plan.

To this effect, the Pension Committee must set up an ad hoc committee comprised of representatives of the government and of persons designated by the unions representing employees eligible for these two (2) plans.

The Pension Committee's mandate shall take effect as of the date of the coming into force of the legal provisions designed to eliminate discrimination in the fringe benefits.

The parties shall also agree that the amendments which will be made to the Acts may not increase the cost of the plans.

The Pension Committee shall submit a report to the Minister responsible for the CARRA within six (6) months of the effective date of its mandate.

6.00 APPLICATION OF THE PRINCIPLES PUT FORWARD IN THE PROPOSED REFORM OF THE SUPPLEMENTAL PENSION PLAN (RSR)

The Government, the CEQ, the FTQ and the CSN agree to mandate the

APPENDIX XXXVI (cont'd)

6.00 Pension Committee of the CARRA to study the necessary legislative provisions so as to make the principles put forward in the reform of the RSR applicable to RREGOP, RRE and RRF, namely:

(cont'd)

- 1) vesting and locking in after two (2) years of participation in the plan;
- 2) minimum interest on every reimbursement;
- 3) benefit to the surviving spouse of sixty per cent (60%) of the beneficiary's pension;
- 4) the minimal employer's contribution (50% of the value of the acquired benefits).

The parties agree that the amendments which will be made to the Acts may not increase the cost of the plans for the parties concerned.

The Pension Committee's mandate shall take effect as of the date of the coming into force of the Act to update the reform of the RSR.

The Pension Committee shall submit a report to the Minister responsible for the CARRA within six (6) months following the effective date of its mandate.

7.00 RSR NOT TRANSFERRED TO RREGOP

The parties agree to mandate the CARRA to carry out a comparative study of certain complementary pension plans currently under the supervision of the CARRA according to the provisions of the RREGOP. A copy of the report will also be forwarded to the parties within twelve (12) months of the date on which the entente is signed.

APPENDIX XXXVI (cont'd)

8.00 MODIFICATIONS TO THE PLAN

Subject to the amendments provided for herein, during the life of this entente, no modification to the Government and Public Employees Retirement Plan may make the provisions of the plan less favourable for teachers unless there is an agreement to this effect.

Le président du Conseil du Trésor

PAUL GOBEL

APPENDIX XXXVII

FEMINIZATION OF TEXTS

The parties agree to the following regarding the feminization of the text of the 1986-1988 entente.

- A) The official text within the meaning of the Labour Code is written in accordance with the current rules governing usage (masculine gender). For purposes of the interpretation and application of the entente, this text shall be the only official one.
- B) Within thirty (30) days of the date of the coming into force of the entente, the parties at the national level shall meet to agree on a feminized administrative version of the text.

For the purposes of drafting this version, the parties agree to use the rules governing usage provided for in paragraph E) as a basis for discussion.

- C) The number of copies specified in clause 10-6.01 shall be distributed as follows:
 - ten thousand (10,000) copies of the official version (masculine gender);
 - seventy thousand (70,000) copies of the feminized administrative version.
- D) Within (6) months preceding the expiry of the entente, the parties at the national level shall meet to examine the usage rules regarding the feminization of the texts which could apply to the next entente to be negotiated by the parties.
- E) Règles d'écriture sur la féminisation des textes:
 - 1) lorsqu'il est question d'appellations d'emploi, de titres de fonction, de désignation de personne, on utilise la forme féminine d'abord et la forme masculine ensuite écrites en toutes lettres et ce, quelle que soit la place dans la phrase (sujet ou complément);
 - 2) lorsque de telles appellations sont des épécènes (double genre grammatical), on écrit le mot précédé des déterminants féminin et masculin;

APPENDIX XXXVII (cont'd)

- 3) parfois, pour aérer le texte, on utilise le terme générique pour nommer la catégorie de salariés;
- 4) substituer au mot employeur (fonction), l'institution pour laquelle il agit;
- 5) accorder les adjectifs, épithètes, attributs selon la règle grammaticale usuelle;
- 6) quand, dans l'appellation d'emploi ou du titre de fonction, on a le même article, adjectif démonstratif, adjectif possessif bref, le même déterminant, on ne le répète pas sauf pour l'emploi de l'article éliidé;
- 7) quand le déterminant est différent, on l'écrit en le faisant suivre de la forme féminine et de la forme masculine;
- 8) généralement, si on s'adresse à l'ensemble du groupe concerné (femmes et hommes) on sépare les deux (2) groupes par la conjonction "et";
- 9) si on s'adresse indifféremment aux femmes et aux hommes, on sépare les deux (2) formes par la conjonction "ou";
- 10) pour parer à toutes éventualités, recourir à une note explicative, en début de texte, pour signifier clairement que la forme masculine ou féminine non marquée précisément désigne aussi bien les femmes que les hommes.

APPENDIX XXXVIII

REMUNERATION COMMITTEE

- 1) Within sixty (60) days of the date of the coming into force of the entente, the parties agree to set up a working committee comprised of six (6) members, three (3) of whom shall be appointed by the employer group and three (3) by the union group.
- 2) The committee's mandate shall be:
 - to proceed with the inventory and analysis of methods and tools which may be used to establish the relative value of the remuneration regarding teaching positions;
 - to examine which data could be useful for purposes of analyzing teacher remuneration;
 - to present to the parties its findings on the methods, tools and data outlined in the preceding two (2) subparagraphs.
- 3) The committee shall meet, if need be, at the request of one of the members and it shall adopt rules of procedures that it deems useful for its smooth operation.
- 4) The committee shall have twelve (12) months after it is set up to submit its findings to the parties.
- 5) The committee may avail itself of outside resources, if the members so agree. The fees and expenses of these resources, if any, shall be assumed in equal parts by each party.

APPENDIX XXXIX

**FORMS FOR THE TRANSFER AND INTEGRATION OF TEACHING PERSONNEL
FOR JULY 1, 1987**

1.00 DEFINITIONS

Unless the context indicates otherwise, for the purposes of applying this appendix, the words, terms and expressions which are defined herein after shall have the meaning and the application respectively assigned to them.

1.01 Center

A building or part of a building in which adults are taught.

1.02 Existing school board

The school board in existence on June 30, 1987.

1.03 New school board

The school board which, on July 1, 1987, is the result of an amalgamation, annexation or a restructuration.

1.04 School

A building or part of a building in which education is dispensed.

1.05 Integration

Application of the assignment rules provided for in the applicable agreement.

1.06 Transfer

The passage of a full-time teacher in the employ of an existing board to a new school board.

Reference: clause 5-3.28

2.00 FIELD OF APPLICATION

2.01 This appendix shall apply to all teachers employed by a school board in 1986-87 and who would still be employed in 1987-88 had it not been for the integration.

2.02 Only those provisions so identified shall apply to teachers who are not full-time teachers.

3.00 TRANSFER AND INTEGRATION OF PERSONNEL COMMITTEE

3.01 On March 1, 1987, at the latest, a committee shall be formed of representatives named by resolution by each existing school board who will be part of a new school board.

3.02 Copies of the resolutions are expedited as soon as possible to the unions so concerned.

3.03 The committee's mandate is to see to the realisation of the operations linked to the transfer and integration of school board personnel on July 1, 1987.

3.04 The committee's decisions shall bind the existing school boards as well as the new school board.

4.00 INFORMATION

4.01 By March 1, 1987 at the latest, the union group negotiating at the national level shall receive from the management group negotiating at the national level, for each territory affected by an amalgamation, annexation or restructuration which is to take effect on July 1, 1987 the following information:

- the names of the existing school boards;
- the names of the certified associations;
- the number of teachers affected for each of the certifications.

4.01 (cont'd)

Similarly, the management group negotiating at the national level will transmit to the union group negotiating at the national level, a copy of all decrees concerning such amalgamation, annexation or restructuration and this as soon as possible after its adoption.

4.02 By March 31, 1987 at the latest, the union group negotiating at the national level shall receive from the management group negotiating at the national level, for each territory touched by an amalgamation, annexation or restructuration, the union map as per the new proposed boundaries based on the following information:

- identification (name or number) of the new school board;
- the names of the existing school boards affected by the new boundaries;
- the name of each certified association affected by the new boundaries.

Moreover, all modifications to the three (3) above elements is communicated as soon as possible in the same manner.

4.03 By March 1, 1987 at the latest, the certified association of an existing school board shall receive from such board a notice indicating its intention of amalgamating, annexing or restructuring on July 1, 1987, the proposed territorial boundaries and the breakdown of the existing school clientele according to these territorial boundaries.

4.04 The transfer and integration committee shall advise in writing by June 30 1987 at the latest, each teacher of his employer as of July 1, 1987. Such notice shall be sent to the union at the same time.

4.05 By March 15, 1987 at the latest, the existing school board shall complete an individual file of information, containing for each teacher having been an employee of the board in 1986-87 the following elements:

- the teacher's name and social insurance number;
- the address of his domicile and his telephone number;
- his status;
- the name, address and the school code or center where he works;
- his level of teaching (preschool, primary or secondary);

4.05 (cont'd)

- his field of teaching;
- his discipline;
- if he is assigned to regular supply, his original field of teaching;
- if he is in availability, his original field of teaching;
- if he is on leave, his original field of teaching, as well as the nature and duration specified for his leave;
- his seniority as per the actual list in force;
- his category and his experience;
- his step and annual salary;
- if he is a non-permanent employee, his hiring date;
- if he is as probationary employee, his hiring date.

4.06

A copy of the individual file shall be sent to the teacher so concerned as well as to the union and this no later than March 15, 1987.

All modifications brought to the individual files shall be communicated as soon as possible in the same manner.

4.07

By March 15, 1987 at the latest, the existing school board will prepare the following lists and shall send them to the transfer and integration committee as well as to the union;

- List 1. A list of the full-time teachers.
- List 2. A list of the full-time teachers dismissed or non-reengaged whose dismissal or non reengagement is contested in arbitration.
- List 3. A list of teachers in field 38 (regular supply and their original field of teaching.
- List 4. A list of teachers in availability and their original field of teaching.
- List 5. A list of non reengaged teachers who are entitled to be recalled.
- List 6. A list of part-time teachers and teachers-by-the-lesson who were employed by the board in 1986-87.
- List 7. A list of occasionnal substitutes who were employed by the board in 1986-87.
- List 8. A list of hourly paid teachers in adult education who were employed by the board in 1986-87.

4.08 By June 30, 1987 at the latest, the existing school board shall send to the new school board concerned the teacher files specified by the lists appearing in clause 4.07.

4.09 By June 30, 1987 at the latest, the existing school board shall send to the new school board concerned the names of all teachers in its employ in 1986-87 who do not appear on lists 5,6,7 and 8 specified in clause 4.07 as well as their files where possible. Moreover, the existing school board shall add to the pertinent lists the names of teachers in its employ in 1985-86 who have made a written request between March 30 and October 15, 1987. However, if such request is made after July 1, 1987 the name of such teacher shall be added to the pertinent list by the new school board concerned.

5.00 UNION RIGHTS

5.01 For the purposes of the application of article 3-5.00 of the agreement, for each school who dispenses more than one level of education, the union can name a delegate for the two levels (primary and secondary) unless the board and the union agree otherwise.

5.02 The integration of school boards cannot have as an effect to reduce, with regards to the union, the maximum number of teachers released, nor the number of permissible absence days specified in article 3-6.00 of the entente; the union will allocate them among the new school boards by December 15, 1987 at the latest.

6.00 PROFESSIONAL IMPROVEMENT SYSTEM

6.01 The contracted obligations existing school boards within the framework of Chapter 7-0.00 of the agreement and having effects after June 30 1987 are maintained by the new school board.

6.02 On June 30, 1987, each existing school board shall equally divide among each full-time teacher, the residual sums not already allotted and identified in its budget for professional improvement. This amount is transferred into the Professional Improvement budget of the new school board to which the teacher is integrated.

7.00 TRANSFER AND INTEGRATION

7.01 Up to June 30, 1987, the existing school board shall apply the provisions relative to the movement of personnel following the applicable agreement, as thought there was no amalgamation, annexation or restructuration on July 1, 1987.

For the purposes of applying the above paragraph, the teacher on leave for union purposes, authorized by the school board, with or without pay, not covered by the provisions of clause 5-3.08 or of clause 5-3.09 of the 1983-85 agreement or that which replaces same in the agreement, is deemed to be covered by the provisions of clause 5-3.08 of the 1983-85 agreement or that which replaces same in the agreement eventhough his return is not provided for the beginning of the next school year.

7.02 Once the procedures specified in the proceeding clause are completed, the teachers that remain in the employ of the existing school board if there was no amalgamation, annexation or restructuration, are transferred to the new school board as per the following rules:

a) The teacher assigned to a school (for July 1, 1987

- 1) the teacher assigned to the territory of only one new school board shall be transferred to the new school board which takes over this school. The same thing is applicable to the teacher that is assigned to more than one school situated on the territory of a single new school board;
- 2) the teacher assigned to the territory of more than one new school board shall be transferred to the new school board which takes over the school or schools where he is assigned for the greater part of his time;
- 3) for the teacher who is assigned equally in time on the territory of more than one school board shall be transferred to the new school board of his choice, subject to the following paragraph, by giving a notice of twenty (20) days following the request to him by the transfer and integration committee. Failing this notice by the teacher within the prescribed delay, the transfer and integration committee shall decide to which new school board the teacher shall be tranferred.

7.02 (cont'd)

If more than one teacher is affected by the preceding paragraph, the transfer and integration committee establishes before hand the number of teachers to be transferred to each new school board and the choice of teachers shall be based on seniority.

- b) For a teacher assigned to a Center (for July 1, 1987)

The provisions specified for teachers assigned to a school shall apply in the same manner to the teacher who is assigned to an Adult Education Center.

- c) For a teacher assigned to regular supply (for July 1, 1987)

1) the teacher assigned to regular supply with the existing school board situated on the territory of a single new school board shall be transferred to the new school board which takes jurisdiction of the territory;

2) the teacher assigned to regular supply with the existing school board situated on the territory of more than one new school board shall be transferred to one or other of the new school boards of the territory referred to in accordance with the following rules:

i) all teachers assigned to regular supply are transferred to one or other of the new school boards;

ii) the transfer and integration committee, after consulting with the union, shall determine the needs of each new school board by taking into account the type of education dispensed;

iii) by June 30, 1987 at the latest, the teacher assigned to regular supply shall choose by order of seniority the new school board to which he wishes to be transferred;

iv) the teacher thus transferred cannot be sent to a school situated fifty (50) kilometers or more from his domicile and the administrative center of the new school board that he has selected;

v) if necessary, the transfer and integration committee reajusts its needs to take into account the fifty (50) kilometers rule without putting into question the choices already made;

7.02 (cont'd)

The existing school board affected and the union can agree to apply, according to the modalities that they determine, the provisions of the present subparagraph 2 in the following manner:

- provisionally by June 30, 1987 at the latest;
 - definitively on October 31, 1987 for the teacher whose status remains the same at that date.
- d) Teacher in availability or to be placed in availability (on July 1, 1987)

The provisions specified for the teachers assigned to regular supply shall apply in the same manner to the teachers in availability.

7.03

From July 1, 1987 to the first day of classes of the school year, once the amalgamation, annexation and restructuration and the transfers are completed, the teacher who has changed schools shall benefit from the right to reintegrate his school of origin by virtue of the provisions of the first paragraph a of clause 5-3.36 of the 1983-85 agreement or, as the case may be, by virtue of the provisions relative to "criteria and procedures of assignment and transfer subject to the competency and seniority criteria negotiated and agreed to at the national level"*, even if his return to his school of origin implies a change to the new school board.

7.04

As of July 1, 1987, to apply the provisions of subparagraph 1 and 2 of paragraph A of clause 5-3.20 of the agreement, the teacher so affected, coming from the existing regional school board, shall fill a position at the secondary level in any new school board situated in whole or in part on the territory of the existing regional school board which employed the teacher on June 30, 1987.

7.05

With the agreement of the union or unions and the newly affected school boards, two (2) teachers employed by two (2) new school boards may, between July 1, 1987 and the first day of classes of the 1987-88 school year, substitute between them as long as the new school boards are situated in whole or in part on the territory of their schoolboard of origin.

* Référence: 5-3.17

7.05 (cont'd)

The present clause shall apply as well between July 1, 1988 and the first day of classes of the 1988-89 school year.

7.06 The full-time teacher, other than a teacher in field 38 and a teacher in availability, cannot be integrated, without his consent, in a school that is situated more than fifty (50) kilometers from his domicile and his place of work. If he agrees, he is entitled to the moving expenses specified in the agreement.

7.07 The teacher in field 38 as well as the teacher in availability who accepts to be transferred to a location more than fifty (50) kilometers (in the sense specified in clause 5-3.06 of the agreement) from his domicile and his place of work (at the time of his placement in availability as the case may be) shall benefit from the provisions of the collective agreement relating to moving expenses.

7.08 For purposes of applying the reduction measures, if at the new school board there are no more teachers in availability nor other teachers referred to in sub-paragraph 1 of paragraph A of clause 5-3.20 of the agreement who meet the competency criteria, such measures shall apply, as the case may be, considering all teachers in availability and all teachers referred to in subparagraph 1 of paragraph A of clause 5-3.20 coming from the teacher's school board of origin desiring to take a reduction measure. As the case may be, the recalled or assigned teacher is transferred from the new school board.

8.00 CONSULTATIVE COMMITTEE FOR PUPILS WITH LEARNING OR EMOTIONAL PROBLEMS.

8.01 The union may, at the new school board, choose either to maintain or to totally or partially integrate the consultative committees specified in clause 8-9.04 of the applicable agreement.

9.00 SETTLEMENT OF GRIEVANCES OF THE EXISTING SCHOOL BOARD.

9.01 All grievances filed against an existing school board already submitted to arbitration before July 1, 1987 and which are not definitely resolved, shall be transferred, for all intents and purposes,

9.01 (cont'd)

to the new school board designated by the transfer and integration committee. The same applies for all arbitration decisions to come after June 30, 1987.

9.02 In case of disagreement on the designation of the new school board, the union may meet the members of the transfer and integration committee and make the necessary representations. The transfer and integration committee shall inform the union as to their decision.

9.03 All grievances legally born before July 1, 1987 and which have not yet been filed or submitted to arbitration before this date may be validly filed or submitted to arbitration against the new school board. Once the grievance is submitted to arbitration, the transfer and integration committee can designate another new school board bound by this grievance, in which case clause 9.02 shall apply. The delays imparted to file a grievance and to submit it to arbitration are counted without regard to the amalgamation, annexation or restructuration.

9.04 For grievance hearings, the union and the teacher have the same rights as if the arbitration implicated the existing school board.

10.00 PARTICULAR RECOURSES

10.01 So as to settle all problems of interpretation or application of the present appendix in the briefest time possible, the school board and the union agree to conform themselves to the following procedure:

- a) all problems are referred by the school board or by the union to a parity committee composed of one (1) representative named by the Ministère de l'Éducation, of one (1) representative named by the Fédération des commissions scolaires catholique du Québec and two (2) representatives named by the Centrale. The mandate of the Committee shall be facilitate the settlement of the dispute;
- b) the fact that the procedure specified in paragraph a has not been followed cannot have as an effect to oppose the birth of a grievance or to cause its rejection.

10.02 All grievances regarding the designation of the new school board where the teacher is or will be transferred to must be given priority over all other cases on the arbitration role. The arbitrator must hear and decide the case prior to all other cases. However, the arbitration decision may be limited to a summary description of the issue and to a summary statement of the reasons supporting its conclusion.

11.00 LOCAL ARRANGEMENTS

11.01 The following matters may be the subject of local arrangements as specified by article 9-6.00 of the agreement:

- 1) the distribution of the residual sums for professional improvement as referred to in clause 6.02 of this appendix;
- 2) the nature and the transmission of the inquiries and informations specified in article 4.00 of this appendix and the date when these shall be made;

11.02 The board and the union may agree to methods of utilisation of teachers in field 38 and teachers in availability at different teaching levels from those where they were used in 1986-87.

12.00 GENERAL PROVISIONS

12.01 For the purposes of applying subparagraph 8 of paragraph A of clause 5-3.20 of the entente, the teacher non reengaged because of surplus of personnel and benefitting from a right of recall which existed after July 1, 1987 will have his name referred to all new school boards situated in whole or in part on the territory of his school board of origin.

12.02 From July 1, 1987 to the first day of classes of the school year, once the amalgamation, the annexation or restructuration and the transfer have been made, the teacher who in the first year of his placement in availability, accepted a full-time teaching position in another board or institution of learning of the education sector may return to his board of origin before September 1 of the said school year in an available full-time teaching position as long as he meets on of the three (3) competency criteria. In this case,

12.02 (cont'd)

the teacher will retain all his rights as if he had never severed his employment ties. For purposes of this clause, the board of origin is any new school board situated in whole or in part on the territory of the existing school board who employed him on June 30, 1987.

12.03 An authorized leave by virtue of the agreement which ends after June 30, 1987 binds the new school board, under the same conditions.

12.04 The hiring of an hourly paid teacher in adult education by virtue of the agreement and expiring after June 30, 1987 binds, the new school board, under the same conditions.

12.05 For teachers referred to in the lists 6,7 and 8 specified in clause 4.07 of this appendix, the parties may agree to norms relative to some work possibilities comparable to those that they would have had in the absence of an amalgamation, annexation or restructuration.

12.06 The rights and privileges specified in the agreement shall apply except where they are irreconcilable with those of this appendix.

12.07 The coming into force of this appendix does not constitute a renunciation of articles 45 and 46 of the Labour Code, except concerning the provisions contained in this appendix and on matters having been made subjects of local arrangement by virtue of article 11.00 of this appendix.

12.08 If, with regards to a teacher, an incompatibility of application between this appendix and the provisions relative to the transfer and integration norms of teaching personnel contained in the entente binding the Comité Patronal (CPNCC) and the Provincial Association of Catholic Teachers (PACT), the provisions of this appendix shall take precedence.

12.09 Partial Integration

In the case of a partial integration, the particular agreement containing the transfer and integration norms applicable to this case

12.09 (cont'd)

shall be negotiated between the Centrale and the CPNCC; it is however possible for the parties to come to an understanding to refer the negotiation of these norms to the local parties.

When applying the preceding paragraph, in case of the withdrawal of the Haut St-Maurice school board from the Mauricie Régional School Board, the CEQ and the CPNCC will negotiate the applicable norms that will apply to these two (2) school boards and entitled "transfer and integration norms for teaching personnel for July 1, 1987 applicable to the commission scolaire Haut St-Maurice and to the commission scolaire régional de la Mauricie" is reputed to be annexed to this appendix as if it had always appeared in this appendix.

12.10 Subject to clause 10-3.01, the provisions of this appendix shall be in force until December 31, 1989.