

**MANAGEMENT OFFER<sup>1</sup>**

**Deposited with**

**The Quebec Provincial Association of Teachers (QPAT)**

**and with**

**Its Associated Unions and Teachers**

**With the Purpose of Renewing  
the 2010-2015 Collective Agreement**

**December 16, 2014**

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<sup>1</sup> Subject to changes, additions and concordances made during the course of negotiations.

## TABLE OF CONTENTS

Introduction .....	3
<b>1. Organizing Education to Serve Students and Focus on Their Success</b>	
1.1 Development of the teacher's general function .....	4
1.2 Revision of workload parameters and reorganization of presence time in the school or centre.....	6
1.3 Revision of rules for forming student groups .....	8
1.4 Services for students with special needs .....	10
<b>2. Working Conditions Which Benefit Teachers and Students</b>	
2.1 Provisions regarding syndical leave .....	12
2.2 Giving value and recognition to teachers .....	13
2.3 Improvement in the mobility of personnel.....	15
2.4 Achieving tenure .....	16
2.5 Revision of the modalities for recognizing years of experience and determining scolarity .....	17
2.6 Consistent remuneration procedures on the basis of time worked .....	19
2.7 Simplification of remuneration procedures .....	21
2.8 Revision of hiring practices .....	22
2.9 Revision of some insurance plan provisions and occupational injuries.....	23
2.10 Rules for managing leaves .....	25
2.11 Simplification of rules applying to parental rights.....	26
<b>3. Provisions Better Adapted to the Realities of Adult and Technical/Vocational Education</b>	
3.1 Revision of workload parameters specifically for adult and technical/vocational education .....	28
3.2 Modification and adaptation of specific provisions in chapters related to adult and technical/vocational education .....	30
<b>4. Provisions Updated to Take Present Realities into Account</b>	
4.1 Procedure for settling grievances and arbitration .....	32
4.2 Correction and updating of certain provisions .....	33
4.3 Withdrawal of various appendices.....	35
Conclusion .....	36



## INTRODUCTION

On October 30, the Quebec Provincial Association of Teachers (QPAT) deposited syndical demands with the purpose of renewing the Collective Agreement E5 2010-2015, in conformity with relevant provisions in the *Act Respecting the Process of Negotiation of Collective Agreements in the Public and Parapublic Sectors* (Law 37) and of the Labour Code. The management negotiation committee representing Anglophone school boards (CPNCA) is now in turn depositing its management offer.

The CPNCA believes that the student must be at the heart of the educational mission, giving due respect to the particularities of Anglophone school boards. Through the process of negotiation, the CPNCA supports school boards, schools and centres in the accomplishment of their respective missions, and consistently emphasizes the need to offer services corresponding to the needs of students.

This deposit was prepared following a broad consultation among management of school boards, school and centre administrators, some Ministry directorates, educational partners and various organizations in the Anglophone school system.

Through this broad consultation, the CPNCA was able to make observations and identify issues leading to management orientations for the coming period of negotiation. The difficult budgetary context and the desire of the government to achieve a balanced budget in 2015-2016 also represents a challenge for negotiators, who must demonstrate creativity while putting conditions in place which will lead to student success.

Finally, the coming period of negotiation must allow the parties to adapt the Agreement to meet the new needs of the school milieu. This deposit therefore identifies a variety of problems and objectives, matched with specific proposals to resolve the issues.

The CPNCA enters the coming negotiation with openness of spirit and with creativity. To satisfy both parties and address their interests, we aim to explore mutually satisfying solutions to the problems raised.



**Management Offer  
Teaching Personnel  
QPAT (E5)**

<b>Orientation:</b>	1. Organizing Education to Serve Students and Focus on their Success
<b>Relevant Provisions:</b>	1-1.20, 8-1.00, 8-2.00 and Appendix XVI
<b>Subject:</b>	1.1 Development of the teacher's general function

**Present Situation**

Teachers contribute significantly to the success of students. However, in spite of their essential role, some of their functions and responsibilities are not specified in the Agreement. The general function should be more representative of the versatile role played by teachers in their schools, among others their role as a first responder, as well as their responsibility to adapt instruction to the needs of a group or of students. To this end, the role of first responder should be established in the general function, in order to confirm that the teacher is best placed to adapt instruction to meet the needs of students.

Furthermore, the Education Act stipulates that it is the duty of a teacher to take appropriate measures in order to achieve and maintain a high degree of professional competence. Nevertheless, the provisions of the Agreement do not encourage teachers to engage in professional development throughout their careers. As professionals, maintaining and developing one's competence is necessary, when one considers the exponential increase in knowledge and the public's rising expectations of the school system.

In addition to professional improvement, collaborating in the training and mentoring of new teachers is a responsibility which should be undertaken. In this regard, the present provisions of the Agreement do not facilitate the mentoring of teachers who are beginning their careers.



## Objective and Possible Solutions

Revisit the general function of teachers by revising the characteristic responsibilities.

This objective could be achieved by:

- adding the sharing of expertise to the list of duties in the general function;
- mandating continuous professional development;
- reinforcing the concept of the teacher as a first responder.



**Management Offer  
Teaching Personnel  
QPAT (E5)**

<b>Orientation:</b>	1. Organizing Education to Serve Students and Focus on their Success
<b>Relevant Provisions:</b>	8-6.00, 8-7.00, 8-8.00, 11-14.04, 11-14.05 and 13-15.07 to 13-15.09
<b>Subject:</b>	1.2 Revision of workload parameters and reorganization of presence time in the school or centre

**Present Situation**

Since the 2002 agreement on the work week, presence time in the school or centre has gradually increased from 27 to 32 hours. The addition of five hours to the work week has resulted in the introduction of work of a personal nature (5hours/week) (WPN). These five hours are placed in the timetable of the teacher at his or her discretion in such a way as to respect the typical characteristics of the general function. As a result, teachers have insufficient time for functions related, among others, to the life of the school, such as coordination among themselves at the preschool and elementary level, and also with others delivering services directly to students.

It would be desirable for teachers to be present in school or in the centre for 35 hours a week, as are other educational professionals.

Furthermore, it is worth recalling that the unique salary scale, established following research involving a thousand teachers, was based on an average work week of about 40 hours.

Looking at its various parameters (the teaching workload, the so-called “complementary” task, work of a personal nature, average time, limits, weekly schedule, etc.), the global workload is extremely compartmentalized. Excessive minuting and the discrete quality of each component make the organization of work very complex. This compartmentalization was heightened by the introduction of work of a personal nature.



Parameters of the workload have become more and more clearly defined throughout the years to the point that very little flexibility remains to meet the needs of schools and centres.

Specifically, overly defined parameters have created the following problems:

- too limiting when workload is being assigned by the administration;
- too specific to achieve the work which has to be done at any particular moment;
- too rigid to enable coordination among the members of a school or centre team.

The nature of these provisions do not permit organization of work which allows flexibility and adaptation to better meet the needs of students or to respond to the reality of each school or centre. Nor do they provide a context in which to give responsibility to teams of teachers carrying out their work. For these reasons, changes must be made to the Agreement.

### **Objective and Possible Solutions**

Revisit the parameters of workload and organization of presence time in the school or centre.

This objective could be realised best by:

- redefining the workload in two components to be assigned by the administration:
  - o teaching time;
  - o other work.
- increasing the work time to be assigned by the administration;
- increasing the presence time of teachers in the school or centre from 32 to 35 hours.



**Management Offer  
Teaching Personnel  
QPAT (E5)**

1. Organizing Education to Serve Students and Focus on their Success

**Relevant Provisions:** 8-4.00

**Subject:** 1.3 Revision of rules for formation of student groups

**Present Situation**

In recent years, the number of students per class has been reduced on the basis of various policies, action plans, governmental decisions and negotiation.

With the lowering of the number of students in a group, we note that in disadvantaged areas the ratios are the same from preschool to Grade 6 at the elementary level. Also, research has shown that there is no clear link between lowering class size and school success or the academic performance of students.

In addition to missing the target of school success, the reduction in the number of students per class has created difficulties in school organization, for example creating the necessity for additional rooms and for displacement of students, and has imposed additional constraints on the ability to offer services.

Further, at the elementary level, there are two different ratios for children with language deficiencies while there is only one ratio at the secondary level. In practice, distinguishing between those students with language deficits and those with severe language deficits by maintaining two ratios is unnecessary.

At present, school boards must respect an average number of students per group at the level of the board, with financial consequences if the average is not met. This provision exerts undue constraint, because respecting it has the effect of forcing the creation of extra groups.

Finally, the Agreement provides for four reasons to exceed the maximum number of students in a group. Although these reasons remain valid, they are insufficient and other reasons should be put in place to respond to new realities. Considerations which should come under scrutiny are sibling relationships, humanitarian issues arising in some situations, choice of option courses, etc.





## Objective and Possible Solutions

Revisit provisions relating to the formation of student groups.

This objective could be met by adjusting provisions related to maximum numbers of students in a group at the 2<sup>nd</sup> and 3<sup>rd</sup> cycle of elementary and at the 1<sup>st</sup> cycle of high school:

- remove the concept of an average;
- establish a single ratio for groups of students with a language deficit at the elementary level;
- add other reasons to justify exceeding the maximum.



**Management Offer  
Teaching Personnel  
QPAT (E5)**

<b>Orientation:</b>	1. Organizing Education to Serve Students and Focus on their Success
<b>Relevant Provisions:</b>	8-9.00
<b>Subject:</b>	1.4 Services for students with special needs

**Present Situation**

Provisions in the Agreement relating to students with special needs do not allow optimal use either of teaching personnel or of resources allocated to the service of these students. Furthermore, they are not always well suited to the needs and realities of students and of the Anglophone school system.

Some provisions for students with special needs, introduced during the last period of negotiation, have had negative effects which the CPNCA must report. This is the case when provisions relating to the weighting of some types of students are put into effect to establish the maximum number of students in a group (a priori weighting).

In fact, applying a categorical approach by weighting ADHD students during the process of school organization, rather than during the course of the year, ignores the real needs and abilities of these students. This kind of approach does not permit an efficient use of resources. Even when students have the same disability, their profile and their needs are often quite different.

Also, with regards to the offer of services to students with special needs, the optimal use of resources requires the supplementary involvement of the school team.

Finally, the Agreement provides no mechanism for partial integration, in the case where the student is absent from a regular group where he or she has been integrated for several hours a week.



## Objective and Possible Solutions

Revisit provisions relating to students with special needs in order to optimize services offered.

This objective could best be addressed by:

- reinforcing the concept of the teacher as the first responder;
- withdrawing provisions related to a priori weighting;
- reaffirming the principles of a service delivery model based on an evaluation of the needs and capacities of the student;
- reconsidering certain provisions and modalities, such as those related to total or partial integration of students in a regular class.



**Management Offer  
Teaching Personnel  
QPAT (E5)**

**Orientation:** 2. Working Conditions Which Benefit Teachers and Students

**Relevant Provisions:** 3-6.04 and 3-6.05

**Subject:** 2.1 Provisions regarding syndical leave

**Present Situation**

Leaves granted to carry out work of a syndical or professional nature are causing problems.

For example, these leaves, which can be taken randomly throughout the school year, have the effect of multiplying the number of people taking over a class, a situation which destabilizes the class and works against the success of students.

Also, the leaves are subject to advance notice of at least 24 hours unless unforeseen circumstances arise. This short notice does not always permit a suitable replacement to be found.

For these reasons, it is necessary to modify provisions relating to syndical leave.

**Objective and Possible Solutions**

Modify the Agreement in order to:

- reduce the number of temporary leaves;
- increase the time of advance notice.



**Management Offer  
Teaching Personnel  
QPAT (E5)**

<b>Orientation:</b>	2. Working Conditions Which Benefit Teachers and Students
<b>Relevant Provisions:</b>	Appendix XXVI
<b>Subject:</b>	2.2 Giving value and recognition to teachers

**Present Situation**

The impact of good working conditions on the performance of teachers and the benefit to students is irrefutable. Working conditions should, while taking into account the budgetary context, have the effect of attracting and retaining teachers in the profession, while at the same time emphasizing an efficient use of their skills.

For these reasons, the program designed to recognize value added and to assist in the assignment, recruitment and retention of teachers was added to the Agreement during the last round of negotiations.

Still, some reservations have arisen with regard to the use and distribution of grants between the two envelopes of the program. To date, most school boards have allocated between 90% and 100% of grants to the envelope for recognition of value added by teachers. In fact, without sufficient definition, the recruitment/retention envelope has not been adequately used. Clarification of the criteria for distribution of grants would help us to use funds more effectively.

Also, teachers new to the profession are facing many challenges: integrating themselves into the social and cultural reality of a new school milieu, assimilating the content of the educational project, adapting to new groups of students, differentiating pedagogical practices, etc. Considering the practice of assignment by seniority, the professional integration of these teachers is not easy because they are often given the most complex tasks and the most difficult groups to manage. In this context, mentoring of new teachers is essential to ease their integration into the teaching profession, and to create a support dynamic with their most experienced colleagues, thereby preventing their isolation.



## Objective and Possible Solutions

To promote giving value and recognition to teachers, while helping school boards to recruit and retain their workforce.

This objective could be reached by:

- defining the value added program more clearly;
- establishing professional insertion measures and mentoring practices;
- modifying certain modalities of the present program.



**Management Offer  
Teaching Personnel  
QPAT (E5)**

**Orientation:** 2. Working Conditions Which Benefit Teachers and Students

**Relevant Provisions:** 5-3.00, 11-10.00 and 13-11.00

**Subject:** 2.3 Improvement in the mobility of personnel

**Present Situation**

The Agreement establishes the principle of mobility of teaching personnel as a counterpart to job security. However, it often happens that the principle cannot be applied, because the obligation to accept a teaching position, a full-time teaching position or a transfer is limited to a 50 km maximum distance from workplace or from home.

To promote the mobility of personnel, provisions relating to job security and mobility of personnel should be reviewed.

**Objective and Possible Solutions**

Relax provisions related to job security and increase the mobility of personnel in order to permit a better utilisation of teaching resources.

This objective could be reached by:

- modifying the 50 km limit;
- revising the salary protection parameters offered to surplus teachers.



**Management Offer  
Teaching Personnel  
QPAT (E5)**

**Orientation:** 2. Working Conditions Which Benefit Teachers and Students

**Relevant Provisions:** 5-3.00

**Subject:** 2.4 Acquiring Tenure

**Present Situation**

The Agreement stipulates that a teacher will acquire tenure after having completed at least two years of continuous service for a school board, as a teacher or full-time regular employee filling another function at the board, calculated from the moment of his or her hiring by the board.

The Agreement also provides for several types of leaves and absences during which continuous service continues to be accumulated for the purpose of acquiring tenure.

This situation means that some teachers acquire tenure without having fulfilled their function for two full years of service.

Also, the acquisition of tenure is normally subject to an evaluation process which is difficult to carry out when the teacher is absent for a long period, or for several shorter periods.

**Objective**

Revisit the provisions of the Agreement relating to acquiring tenure, so that, in full respect for existing law, only days worked and days of absence with pay or with paid benefits will be counted towards the acquisition of tenure.





**Management Offer  
Teaching Personnel  
QPAT (E5)**

<b>Orientation:</b>	2. Working Conditions Which Benefit Teachers and Students
<b>Relevant Provisions:</b>	6-1.00 and 6-2.00
<b>Subject:</b>	2.5 Revision of the modalities for recognizing years of experience and determining scolarity

**Present Situation**

Provisions in the chapter about remuneration of teachers have not been changed for several years and would benefit from updating. Besides posing several problems of application, these provisions do not assure real equity among teachers.

When recognizing years of experience, the main problem arises from the fact that the number of days required for recognition of a year's experience as well as the formula for calculating the number of days varies with the status of the teacher. Consistency and coherence are lacking in this calculation.

Also, with regards to the evaluation of scolarity of teachers, courses followed do not have to be relevant to the job occupied and the level of study does not have to be equal or superior to the diploma required for the job. Therefore school boards are recognizing a scolarity which is not necessarily consistent with the functions of a teacher, and this has an upward impact on the pay of teaching personnel.

**Objective and Possible Solutions**

Revisit provisions relating to the remuneration of teaching personnel to make them consistent with the actual needs of the system.



This objective could be achieved by:

- reviewing the basis for calculating experience;
- updating provisions about the remuneration of teaching personnel relating to the evaluation of scolarity.



**Management Offer  
Teaching Personnel  
QPAT (E5)**

**Orientation:** 2. Working Conditions Which Benefit Teachers and Students

**Relevant Provisions:** 6-6.00, 6-7.00 and Appendix XXI

**Subject:** 2.6 Consistent remuneration procedures on the basis of time worked

**Present Situation**

While salaried employees of school boards are paid according to the principle of “equal pay for equal work”, this is not always the case for teaching personnel. Various formulas determine the pay rate of substitute teachers and occasional supply teachers, teachers by the lesson and teachers on a daily rate.

We note significant differences of pay for the same duration of work from one sector to another (elementary, secondary, adult education and technical/vocational education), and from one status to another (substitute or occasional substitute, teacher on an hourly rate, by the lesson, full time or part time).

Formulas have been developed over time to address different styles of school organization. Sometimes they are based on the number of periods (between 45 and 60 minutes) and sometimes, on the number of hours (or of minutes) which then must be divided (by 45 or 50).

Originally, in the majority of schools, at elementary and at secondary, the periods of teaching varied between 45 and 60 minutes. Today, periods of 75 minutes have become the rule at the secondary level. This organizational change requires a corresponding revision to the remuneration of substitutes and occasional substitutes.

Problems linked to the concept of fractions apply as well to the calculation of monetary compensation at 1/1000 of the annual salary when the workload has been exceeded, compensation for exceeding the number of students in a group, and compensation for replacing a colleague.



These differences, applied to the calculation of remuneration, complicate the task and have the effect of making remuneration inequitable among the different statuses (substitute or occasional substitute at elementary and secondary, and teacher at an hourly rate).

### **Objective and Possible Solution**

Revisit provisions applying to the different rates used to calculate remuneration in order to make them more consistent.

This objective could be achieved by:

- paying substitutes, occasional substitutes, teachers at an hourly rate and by the lesson for time actually worked, on the basis of an established rate for an instructional duration of 60 minutes;
- eliminating the various fractions presently in use.



**Management Offer  
Teaching Personnel  
QPAT (E5)**

**Orientation:** 2. Working Conditions Which Benefit Teachers and Students

**Relevant Provisions:** 5-10.21, 8-5.01, 11-9.01, 11-14.03, 13-10.01 and 13-15.06

**Subject:** 2.7 Simplification of remuneration procedures

**Present Situation**

The work year for teachers is 200 days. Payment for these 200 days encompasses work days as well as holidays, days not worked, and vacation days. Since the 1996-1997 school year, payment for full-time teachers has been made over 260 days although always calculated on the 200 days of work.

Teaching personnel are the only group of school board employees to be paid on the basis of a work year of 200 days. This atypical situation creates difficulties of interpretation and application of the Agreement, as well as conflicts with other programs (e.g.: RQAP, CSST, SAAQ, etc.).

**Objective and Possible Solution**

Simplify the payment method for teaching personnel so that it is comparable to that of other education sector workers and the public service.

This objective could be met by providing that the 200 work days are situated within a work year of 260 days.



**Management Offer  
Teaching Personnel  
QPAT (E5)**

<b>Orientation:</b>	2. Working Conditions Which Benefit Teachers and Students
<b>Relevant Provisions:</b>	5-1.00
<b>Subject:</b>	2.8 Revision of hiring practices

**Present Situation**

The Agreement stipulates that full-time, part-time and substitute teachers are hired under a contract of fixed duration. The contract is automatically renewed for regular teachers unless they are non-reengaged or dismissed. For part-time teachers, the contract and its associated benefits end, at the latest, when the school year ends (June 30). These teachers are awarded contracts according to need, respecting their place on a recall or priority list. Thus, if the services of a part-time teacher are still required the following year, a new contract is entered into and the corresponding benefits accrue. For stakeholders in the education system, the end of a contract means the end of the employment link and the benefits of the contract.

However, recent decisions of the Quebec Court of Appeal have recognized a continuous employment link for part-time teachers inscribed on a priority list, even if their contracts end on June 30. Consequently, the Court of Appeal has conferred rights to working conditions on part-time teachers which are comparable to those of regular teachers, putting into question the basic contractual relationship between the board and teaching personnel. Because of these rulings, a reflection on various articles in the Agreement and on the benefits attached to them have become necessary. The situation requires that certain distinctions be drawn with regard to these articles.

**Objective**

Review statuses of employment and their field of application, including the benefits associated with each one.



**Management Offer  
Teaching Personnel  
QPAT (E5)**

<b>Orientation:</b>	2 Working Conditions Which Benefit Teachers and Students
<b>Relevant Provisions:</b>	5-10.00
<b>Subject:</b>	2.9 Revision of some insurance plan provisions and occupational injuries

**Present Situation**

The salary insurance system is entirely financed by the school boards for the first 104 weeks of a disability. Provisions related to salary insurance and occupational injuries present several problems of inconsistency and unfairness which must be resolved in order to optimize the management of the system, to reduce costs and to ensure the greatest possible equity for all teaching personnel.

Five main problems with the salary insurance system are the following:

Absence of a qualifying period

Unlike practices in other milieus, teachers have access to a salary insurance plan without any threshold of days worked before they qualify.

Interruption of a leave in process

When teachers ask to terminate a leave without pay or ask to modify the percentage of leave in a progressive retirement plan in order to benefit from salary insurance claims, or in order to receive additional amounts, the objective of the salary insurance plan is called into question. In fact, the plan's purpose is to compensate the loss of salary resulting from a period of disability during which a teacher would normally have received a salary.



### Maintaining salary after an occupational injury

Maintaining 100% of a teacher's salary until recovery from an occupational injury just as if the teacher were at work is an unjustifiable burden on the school board. Note that the plan provided by the Worker's Compensation Act (L.R.Q., c. A-3.001) guarantees a non-taxable indemnity of 90% of net revenue.

Furthermore, this benefit, which maintains salary at 100%, does not apply to most other employees in the public service and therefore creates a relative inequity in working conditions among public service employees.

### Progressive return to work

According to provisions of the Agreement, a progressive return to work cannot take place without the agreement of the teacher and the permission of his or her treating physician. Thus the school board, through the recommendation of its own chosen doctor, cannot initiate a progressive return, even if such a return has been deemed appropriate.

### Temporary assignment

The Agreement provides the possibility to temporarily reassign a teacher on disability. Presently, this is only possible on the recommendation of the treating physician and with the agreement of the teacher, although it may be initiated on the recommendation of a doctor designated by the school board.

## **Objective and Possible Solutions**

Review certain elements of the salary insurance plans and occupational injuries (work accidents and professional illnesses) for the three sectors (youth, adult and technical/vocational).workplace

This objective could be achieved, for each of the problems outlined above, by:

- reserving the benefits of the salary insurance plan to employees who have worked at least a certain number of days;
- limiting the interruption of certain leaves;
- discontinuing the maintenance of salary at 100% after a workplace injury which qualifies the employee for the benefit of salary replacement;
- permitting the school board to require, through the mediation of its doctor, that a teacher must make a progressive return to work or accept a temporary assignment;
- adding an introductory provision to Article 5-10.00 recognizing that the salary insurance plan is entirely financed by the employer and signalling the commitment of both parties to encourage a prompt and enduring return to work;
- adding a provision to the effect that claims related to salary insurance and professional injuries may not have the effect of conferring on the teacher any monetary or non-monetary benefit he or she would not have enjoyed if still at work.





**Management Offer  
Teaching Personnel  
QPAT (E5)**

<b>Orientation:</b>	2. Working Conditions Which Benefit Teachers and Students
<b>Relevant Provisions:</b>	5-10.26 to 5-10.28 and 5-10.33
<b>Subject:</b>	2.10 Rules for managing leaves

**Present Situation**

Days of Sick Leave

Since the 2000-2002 Agreement, unused days of sick leave have no longer been moneyable at the end of the school year. At the end of each year, five of the six days of sick leave, if unused, are accumulated and deposited in a bank of days which will not be paid until the teacher's final departure from the school board.

The present provisions related to sick leave do not always contribute to a greater presence at work, which impacts on the stability of teaching personnel, an essential condition for the success of students.

Special Leaves and Conditions for their Use

The concept of family has changed considerably over the course of recent years and therefore some difficulties have arisen with granting these special leaves.

**Objectives and Possible Solution**

- Review provisions related to days moneyable sick leave;
- Review provisions related to special leaves.

The second objective could be achieved by limiting the granting of special leaves in cases where a marriage or civil union has been dissolved, or where the definition of spouse is no longer applicable.



**Management Offer  
Teaching Personnel  
QPAT (E5)**

**Orientation:** 2. Working Conditions Which Benefit Teachers and Students

**Relevant Provisions:** 5-13.00

**Subject:** 2.11 Simplification of rules applying to parental rights

**Present Situation**

Extension of parental leaves

Since 1989-1991, the Agreement has provided for four options to extend maternity, paternity and adoption leave, either without pay, or with partial pay.

The application of some options has given rise to various problems. In addition to complicating school organization, the variety of options has become irreconcilable, leading to instability in work teams and inequity with other categories of personnel who are not benefitting from these options.

Delaying the vacation period

When a teacher eligible for RQAP is on maternity leave for one or several weeks during the summer period, the Agreement stipulates that the board does not have to pay the benefit foreseen in the Agreement. The teacher on maternity leave then receives a "10 month adjustment" and benefits from RQAP.

Also, the Agreement provides the possibility for a teacher whose maternity leave overlaps with the summer vacation for a week or more to postpone a maximum of four weeks, understood to be vacation time, until immediately after the maternity leave. However, when a teacher on maternity leave receives benefits from RQAP, for one or more weeks included in her annual vacation, a sum equal to that which she receives from RQAP is deducted in equal parts from salary provided for the vacation period.



Some teachers suspend RQAP benefits for weeks in the summer period in order to redeem them later, making it impossible for the school board to recuperate during the summer a part of the sums paid by RQAP. When this happens, teachers benefit from 100% of their salary during the summer with a postponed vacation, and the school board is unable to claim all the RQAP amounts which it could have without the postponement of vacation.

This strategy prevents the school board from deducting a sum equal to that received by RQAP from salary during the period covered by maternity leave. This situation creates an inequity between teachers whose maternity leave takes place during the school year and those for whom the school board has included the RQAP benefits in the calculation for each paid week of summer vacation.

### Objectives

- Reduce the number of possible options for extending maternity, paternity and adoption leave for full-time, part-time and substitute teachers.
- Permit the school board to deduct from salary payments a sum equal to what the teacher has received from RQAP in equal parts during the summer, or a sum equal to what she might have received if she had applied for it.



**Management Offer  
Teaching Personnel  
QPAT (E5)**

<b>Orientation:</b>	3. Provisions Better Adapted to the Realities of Adult and Technical/Vocational Education
<b>Relevant Provisions:</b>	8-6.00, 8-7.00, 8-8.00, 11-14.03 to 11-14.05 and 13-15.06 to 13-15.10
<b>Subject:</b>	3.1 Revision of workload parameters specifically for adult and technical/vocational education

**Present Situation**

Within the youth sector, a set of problems is linked to parameters and compartmentalization of the workload and the lack of time to carry out some tasks necessary to support student success.

More specifically in adult education and in technical/vocational education, additional problems are related to daily limits, to the five day schedule and to the work year which extends from September to June. It is essential that centres be able to offer services adapted to the reality of this sector.

For some specialities in technical/vocational education, it proves difficult, if not impossible, to respect the 32 hour week for some weeks, as well as the weekly limit of 35 hours combined with an 8 hour limit for some days. In this context, it is necessary to adjust the work week to match the needs of the programs and conditions in which some trades are practiced in the workplace.

Also, in technical/vocational training, the Agreement states that without agreement between the board and union to the contrary, the work week is five days long, specifically from Monday to Friday. The possibility is not foreseen in adult education, but could be necessary in order to meet the needs of a part of the clientele.



Thus, it is desirable that instruction be given over a seven day schedule in order to better respond to needs particular to instruction in these specializations, and also, without a separate agreement, would also apply to adult education. Furthermore, the offer of where a “stage” could take place would be improved for the students if the limits of the week and day of work for the teaching personnel were adapted to the reality of the work milieu.

It therefore is necessary to increase the flexibility of the workload, which will benefit students and teachers.

### **Possible Solution**

Specifically for the adult education and technical/vocational sector, this objective could be achieved by:

- a seven day work week;
- extending the daily limit (8 h) and the weekly limit (35 h);
- extending the work year over 12 months in technical/vocational education.



**Management Offer  
Teaching Personnel  
QPAT (E5)**

<b>Orientation:</b>	3. Provisions Better Adapted to the Realities of Adult and Technical/Vocational Education
<b>Relevant Provisions:</b>	11-0.00 and 13-0.00
<b>Subject:</b>	3.2 Modification and adaptation of specific provisions in chapters related to adult and technical/vocational education

**Present Situation**

The issues presented in orientations 1 and 2 are essentially the same for adult education and technical/vocational training as they are in the youth sector, with the exception of the formation of student groups.

More specifically, however, and beyond the present document which aims to modify certain provisions applying simultaneously to youth, adult and technical/vocational sectors, it is also necessary that some provisions in these chapters be reviewed to take into account the particularities of these milieus.

In fact, the clientele in these two sectors and their needs are in many respects different than those in the youth sector. The clientele is primarily made up of people with family or personal situations which pose limits on their availability, and who must reconcile the demands of work, family and studies. Also, external factors such as the needs of the job market or seasonal economic activity in some regions may cause a fluctuation in the number of registrations in a course during the year or from one year to another. Also, these two sectors are dependent on a system of variable entry and exit, and on a non-captive clientele, since school attendance is no longer obligatory after the age of 16. The characteristics of the clientele in these two sectors therefore demand a flexible school organization to respond to their needs.

The renewal of the Agreement is an opportunity for the parties to review and adapt its content in order to respond to the needs of the milieu, and to create a lever of organizational change.



## Objective and Possible Solution

Review provisions related to adult education and vocational training to take into account changes in these sectors and to offer more support for services offered to students.

This objective could be met by:

- using from now on terms appropriate to these milieus;
- clarifying the adaptations which need to be made when applying provisions in these sectors rather than in the youth sector.



**Management Offer  
Teaching Personnel  
QPAT (E5)**

**Orientation:** 4. Provisions Updated to take Present Realities into Account

**Relevant Provisions:** 9-0.00

**Subject:** 4.1 Procedure for settling grievances and arbitration

**Present Situation**

Without putting into question the basic principles of arbitration, the CPNCA notes that it would be advantageous to consider alternative ways to resolve conflicts. In fact, opportunities to settle conflicts are often not used or prioritized, although the Agreement allows parties to find a solution before a grievance is deposited.

**Objective**

Consider the introduction of an alternative method for conflict resolution.





**Management Offer  
Teaching Personnel  
QPAT (E5)**

<b>Orientation:</b>	4. Provisions Updated to take Present Realities into Account
<b>Relevant Provisions:</b>	Various
<b>Subject:</b>	4.2 Correction and updating of certain provisions

**Present Situation**

Throughout various negotiation periods, many provisions have been modified or added to the Agreement, while others have not been revised for years. This situation means that the wording of some provisions is now causing problems of interpretation or application.

First, the Agreement uses certain terms which create confusion, when applied to the work language of the Anglophone milieu. Issues arise in the use of terms “enseignante ou enseignant-ressource” and “orthopédagogue”, which have been translated respectively as “supporting teacher” and “remedial teacher”.

Also, the closing of regional offices of the MELS makes it necessary to update provisions of the Agreement related to the rights and obligations of surplus teachers, teachers non-reengaged for reasons of surplus or those who are in the process of transferring rights.

Furthermore, the wording of some provisions needs updating. For example, the Agreement refers to the use of computers as a subject for discussion at a parity committee.

Finally, the renewal of the Agreement offers an opportunity to correct certain errors which have slipped into the text throughout the years.



## Objectives

- Settle on a terminology which reflects the use of various terms in the Anglophone milieu.
- Revise provisions referring to regional offices of the MELS.
- Update provisions which are out of date.
- Correct a list of errors in the text.



**Management Offer  
Teaching Personnel  
QPAT (E5)**

<b>Orientation:</b>	4. Provisions Updated to take Present Realities into Account
<b>Relevant Provisions:</b>	Appendices XIV, XXV and Letter of Intent of June 30
<b>Subject:</b>	4.3 Withdrawal of various appendices

**Present Situation**

Some appendices of the 2010-2015 Agreement apply to years in which financial measures were allocated, generally ending in the 2014-2015 school year. This is also true in the case of measures arising from the letter of intent of June 30, 2011. These appendices and measures will end with the present school year, that is to say, 2014-2015.

Otherwise, appendices which are not being negotiated may serve as a reference or guide for the parties on certain elements related to application of the Agreement in matters of ministerial jurisdiction. This is the case, for example, with Appendix XXXI which serves as a guide for defining students at risk and students with handicaps, social maladjustments or learning difficulties.

**Objectives**

- Withdraw appendices and provisions from Letters of Intent in cases where they have expired.
- Withdraw appendices which are not objects of negotiation.



## CONCLUSION

Following this deposit which presents the management offer, negotiation to renew the 2010-2015 can actually begin. In spite of the challenge, particularly related to the present context, the management negotiation team is ready to exert all necessary efforts to conclude an agreement satisfactory to both parties, taking into account the reality of today's school and supporting success for students.

