

## **PROGRESSIVE RETIREMENT PLAN**

The progressive retirement plan is intended to enable a teacher to reduce his or her time worked for a period of one to five years. The teacher's time worked must not be less than 40% of the workweek or its equivalent within a school year.

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

To be eligible for the progressive retirement plan, the teacher must verify beforehand with Retraite Québec that in all likelihood he or she will be entitled to a pension annuity on the date on which the agreement expires. The teacher shall sign the form required by Retraite Québec and shall forward a copy to the board.

The teacher who intends to opt for the progressive retirement plan must forward a written request to the board usually before April 1 preceding the school year during which the progressive retirement period shall begin.

The request must specify the period during which the teacher intends to opt for the progressive retirement plan and the time he or she intends to work during each of the years concerned.

The teacher shall also forward to the board, at the same time as the request, an attestation from Retraite Québec confirming that in all likelihood he or she will be entitled to a pension annuity on the date on which the agreement expires.

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

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

For the term of the agreement, the board shall distribute the teacher's workload while taking into account the percentage of time worked; the distribution may be weekly, cyclical, monthly or other.

The teacher is entitled to a percentage of salary equal to the percentage of the workload that he or she assumes in relation to a full-time teacher's workload.

The same applies to supplements, premiums for regional disparities and special leaves.

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

During the period of progressive retirement, the pensionable salary for the years covered by the agreement for the purposes of the pension plans (CSSP, RREGOP and TPP) is the salary the teacher would have received or, for a period during which he or she received benefits under the salary insurance plan, to which he or she would have been entitled had he or she not availed himself or herself of the plan.

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

The teacher and the board must pay their share of the pension plan contributions on the basis of the applicable salary as if the teacher had not availed himself or herself of the progressive retirement plan.

The teacher shall accumulate seniority and experience as if he or she had not availed himself or herself of the progressive retirement plan.

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

In the case of a placement on availability, the teacher's contributions to his or her pension plan shall be those prescribed by law for the person placed on availability.

A teacher is entitled to all of the benefits of the agreement consistent with the provisions of this article and the agreement.

Should the teacher not be entitled to his or her pension annuity upon the expiry of the agreement or should the latter be suspended due to circumstances stipulated by regulation, the agreement shall be extended to the date on which the teacher will be entitled to his or her pension annuity, even though the period exceeds five years.

Any changes in the dates set for the beginning and end of the agreement must be approved beforehand by Retraite Québec.

In the event of the retirement, resignation, breach of contract, dismissal, nonreengagement, death of the teacher or, where applicable, upon expiry of the extension agreed, the agreement shall terminate on the date on which the event occurs.

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

For the purposes specified by regulation:

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

The agreement terminates:

- if the teacher voluntarily ceases to participate in the progressive retirement plan more than one year after the date set for the beginning of the agreement;
- if the teacher and the board decide jointly to terminate the agreement more than one year after the date set for the beginning of the agreement.

If the agreement becomes null or terminates due to circumstances mentioned previously or stipulated by regulation, the pensionable salary, the credited service and the contributions shall be determined, for each of these

circumstances, in the manner stipulated in the regulation.

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

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