

Regulations and Other Acts

Gouvernement du Québec

O.C. 600-97, 7 May 1997

An Act respecting the reduction of labour costs in the public sector and implementing the agreements reached for that purpose (1997, c. 7)

Association des syndicats de professionnelles et professionnels de collèges du Québec — Certain amendments to collective agreements

Certain amendments to collective agreements governing the associations of employees belonging to the Association des syndicats de professionnelles et professionnels de collèges du Québec

WHEREAS the first paragraph of section 54 of the Act respecting the reduction of labour costs in the public sector and implementing the agreements reached for that purpose (1997, c. 7) prescribed that the latest collective agreements between the colleges and the associations of employees belonging to the Association des syndicats de professionnelles et professionnels de collèges du Québec shall be renewed until 30 June 1998;

WHEREAS the second paragraph of that section prescribes that the Government may, by order, amend the agreements to make applicable amendments agreed upon on the latest renewal of collective agreements governing the Fédération du personnel professionnel des collèges (FPPC) and the colleges;

WHEREAS it is expedient to amend those collective agreements;

IT IS ORDERED, therefore, upon the recommendation of the Chairman of the Conseil du trésor:

THAT the amendments to collective agreements governing the colleges and the associations of employees belonging to the Association des syndicats de professionnelles et professionnels de collèges du Québec, attached to this Order in Council, be made;

THAT these amendments come into force on 7 May 1997.

MICHEL CARPENTIER,
Clerk of the Conseil exécutif

Modifications to the collective agreements binding the colleges and associations of employees represented by l'Association des syndicats de professionnelles et professionnels de collèges du Québec (ASPPCQ)

An Act respecting the reduction of labour costs in the public sector and implementing the agreements reached for that purpose (1997, c. 7)

1. Clause 5-4.02 is replaced by the following:

“5-4.02 The College may declare a regular professional to be on surplus following the justified abolition of a position due to:

(a) either a significant decline in the number of students, as established on October 15 of the current year, in comparison with the number of students, as established on October 15 of the preceding year;

(b) or a modification in the services to be provided to the students:

i. in this case the College may declare a regular professional to be on surplus provided it (the College) creates a new position or fills a vacant one;

ii. moreover, the College may declare one regular professional⁽¹⁾ to be on surplus provided there has not been attrition (position abolished following dismisses, retirement, death) during the last twelve months preceding the notice to convene the Union to a CRT meeting. The College may not proceed to an additional declaration of surplus under this clause during the (12) twelve months following such notice.

The notice shall comprise the employment category(ies) concerned by this surplus, the name of the professional concerned by this surplus, the retraining, if need be, and other pertinent information. In this case, the provisions of clause 5-4.04 b) and the date of december 15 provided for in clause 5-4.05 shall not apply.”

2. Article 6-7.00 is replaced by the following:

(1) Should read two (2) regular professionals if the number of regular positions at the College is equal to or greater than thirty (30); This may happen only once for the duration of the collective agreement.

“Article 6-7.00 - Salary Scales and Rates

6-7.01 Salary scales and rates applicable

The salary scales and rates applicables for the period from May 7, 1997 to December 31, 1997 and to January 1998 are those found in appendix “H”.

6-7.02 Period from May 7, 1997 to December 31, 1997

Every annual rate and every annual salary scale in force on December 31, 1996 shall be increased⁽²⁾, effective on May 7, 1997 by a percentage equal to 1 %.

6-7.03 As of January 1, 1998

Every annual rate and every annual salary scale in force on December 31, 1997 shall be increased⁽²⁾, effective on January 1, 1998, by a percentage equal to 1 %.

6-7.04 Lump sum on April 1, 1996

A Lump sum to a maximum of half of one per cent (0.5 %) of the annual salary rate according to the provision of the collective agreement in these matters shall be paid no later than August 31, 1997 to the professionals in proportion to the regular hours paid for the period from July 1, 1995 to March 31, 1996.

The professional whose engagement terminated between April 1, 1995 and March 31, 1996 must request payment of the amount due under this agreement within four (4) months of receiving the list prescribed in the following paragraph. In the event of the professional's death, the request may be made by his or her beneficiaries.

The College shall provide the union, by June 30, 1996, with a list of every professional covered by the present agreement who has left its employment between April 1, 1995 and March 31, 1996 and shall include his or her last known address.”.

3. Article 6-8.00 is replaced by the following:

“Article 6-8.00 - Off-scale Professionals

6-8.01 The professional whose salary rate on the day preceding the date on which the salary scales and rates are increased, is higher than the maximum of the salary scale in effect for his/her employment category shall benefit, on the date on which the salaries and the salary scales are increased, from a minimum rate of increase

which is equal to half of the percentage of increase applicable on January 1 of the period concerned in relation to the preceding December 31, for the step situated at the maximum of the scale on the preceding December 31 and corresponding to his/her employment category.

6-8.02 If the application of the minimum rate of increase determined in clause 6-8.01 has the effect of situating on January 1, a professional who was off-scale on December 31 of the preceding year, at a salary which is lower than the maximum step of the scale corresponding to his/her employment category, this minimum rate of increase is brought to the percentage necessary to permit the professional to reach this step.

6-8.03 The difference between, on the one hand, the percentage increase of the maximum echelon corresponding to the employment category of the professional and, on the other hand, the minimum rate of increase established in accordance with clauses 6-8.01 and 6-8.02, is paid to him/her as a lump sum calculated on the basis of his/her salary rate on December 31.

6-8.04 The lump sum shall be divided and paid on each pay period in proportion to the regular hours remunerated for the period concerned.

6-8.05 For the year 1997 the salary rate of the professional based on the present article comes into effect as of May 7, 1997.”.

4. Article 6-9.00 is abrogated :

5. Clause 6-10.01 is replaced by the following :

“**6-10.01** Professionals hired before June 30, 1998, whose place of work is located in the municipalities of Sept-Iles (including Clarke City) and Port-Cartier shall receive an annual retention bonus equivalent to 8 % of their salary. This bonus may either be paid as a lump sum or spread out over each pay period, following agreement between the College and the Union within the procedures set down for the Labour Relations Committee.

The continuation of the retention premium plan for professionals hired after June 30, 1998, shall be specifically agreed upon during discussions between the Negotiating Parties during the next negotiation at the national level.”.

6. Clause 6-10.03 is abrogated.

7. Article 6-11.00 is abrogated.

8. Clauses 9-2.04, 9-2.05 and 9-2.12 are replaced by the following :

“**9-2.04** The representatives of the Negotiating Parties shall meet once a month to prepare the arbitration

(2) Taking into account, where applicable the harmonization of scales, the amalgamation of employment groups, changes in the structure of certain scales, the creation of new employment groups and changes in the classification plan.

roll for the grievances to be settled before a single arbitrator.

However, should the parties agree to refer any grievance to the accelerated arbitration procedure, it must be settled according to the provision of clause 9-3.03.

Should a grievance not be referred to the accelerated arbitration procedure, following a request made by either one of the Parties, when preparing the arbitration roll, a grievance shall be submitted to an arbitrator assisted by two assessors.

9-2.05 The chief presiding officer or chief clerk shall convene to a meeting by a written notice sent at least ten (10) working days in advance the designated representatives of the Fédération des CEGEPS, the Ministry and the Union Negotiating Party concerned to a meeting the purpose of which shall be:

(a) to set a time, date and place for the first arbitration sessions. To this effect each negotiating parties shall assure the other party of two (2) days of hearings: September, October, November, February, March, April and May;

(b) to select an arbitrator from the list in Clause 9-2.08;

(c) to indicate the type of arbitration chosen.

The party requesting a postponement of an arbitration hearing thirty (30) days or less before the date of such hearing will pay to the arbitrator a penalty of four hundred dollars (400\$) as a cancellation fee: if the postponement is by joint request, the cancellation fee is shared equally between the parties.

9-2.12 The arbitrator shall proceed with the hearing as expeditiously as possible, according to the procedures and judging the evidence as he/she considers appropriate.

The arbitrator also ensures the respect of the operating roles of the records office, particularly those shown in clause 9-3.04.”.

9. Article 9-3.00 is added :

“9-3.00 New Grievance and Arbitration Procedures

9-3.01 - Provincial committee for the settlement of grievances and other recourses related to article 39 and 45 of the Labour Code

The negotiating parties shall create the provincial committee for the settlement of grievances and other recourses related to article 39 and 45 of the Labour Code. The committee, composed of a representative of

the CPNC and a representative of the FPPC, shall have the following mandate:

— to adopt measures designed to reduce as many of the accumulated grievances as possible according to the priorities and procedures determined by the committee;

— to make recommendations to the local parties before entering a file so as to assist them in reaching a settlement;

— to guide the parties in finding the appropriate method of settling grievances;

— to improve the scheduling of hearing and to reduce the duration thereof.

9-3.02 - Prearbitration mediation

The College and the union may agree to proceed with prearbitration mediation in dealing with certain grievances or recourses related to articles 39 and 45 of the Labour Code. To do so, the parties shall forward a joint notice to the records office. The records office shall recommend to the parties a list of mediators chosen from the list provided for in clause 9-2.08. Once the parties have approved a name from this list, the records office shall set the date, as quickly as possible, of the first mediation session.

Only an employee of the College and only an employee or an elected member of the union may represent the parties; they may, however, after having informed the other party, call upon an advisor.

The mediator shall attempt to help the parties reach a settlement. If a settlement is reached, the mediator shall take note thereof, draft it and file a copy at the records office. The settlement shall bind the parties.

The records office shall file two (2) certified copies at the labour commissioner general’s office.

The procedure shall apply for every grievance or recourse or every group of grievances or recourses agreed between the college and the union.

In the event that a number of grievances included in the prearbitration mediation process are unresolved, the remaining grievances shall be dealt with according to the arbitration procedure agreed to between the parties. The remaining recourses shall be dealt in according to the provisions provided for in the Labour Code.

The mediator cannot act as an arbitrator in any grievance not settled in the prearbitration mediation process

unless the parties agreed otherwise in writing, prior to mediation.

The honoraria and expenses of the arbitrator who is mandated to act as a mediator shall be borne by the records office, as is the case of an arbitration mandate.

9-3.03 - Accelerated arbitration procedure

1- Admissible grievances

Any grievance may be referred to this procedure provided that the parties (College and union) explicitly agree to do so. In this case, a notice signed jointly by the authorized representatives of the parties, attesting such agreement, shall be forwarded to the records office.

Failure on the part of the College and the union to sign a joint notice of their intent to refer a grievance to the accelerated arbitration procedure, the College or the union may indicate separately such intent by forwarding a separate written notice to this effect to the records office along with a certified copy to the other party.

In this latter case, the written notice of the union and that of the College must both be received by the records office at least seven (7) days prior to entering the grievance in question on the arbitration roll.

2- Arbitrator

The arbitrator shall be appointed by the records office; he shall conduct an investigation, interrogate the parties and witnesses previously identified to the other party and may attempt to reconcile the parties either at their request or with their consent.

3- Representation

Only an employee of the College and only an employee or an elected member of the union may represent the parties; they may, however, after having informed the other party, call upon an advisor.

4- Duration of hearing

In general, a hearing usually lasts one hour.

5- Award

The arbitration award must contain a brief description of the dispute and a summary of the reasons supporting its conclusion (approximately two pages). This 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 College and the same union and deals with the same facts and clauses.

The arbitrator shall render his decision and shall forward a copy to the parties within a maximum five (5)-working day time limit of the hearing. He shall also file the signed original copy at the records office.

6- The provisions of articles 9-1.00 and 9-2.00 shall apply by adapting them to the accelerated arbitration procedure provided for in this appendix, except for irreconcilable provisions.

9-3.04 - Preparatory session

The attorneys assigned to every grievance file within the framework of article 9-2.00 shall inform the arbitrator and each other of the nature of the preliminary means they intend to raise one (1) week prior to the hearing.

Every hearing by virtue of article 9-2.00 shall be scheduled by the records office; the attorneys, assessors, where applicable, and the arbitrator must however use the first half-hour for a private preparatory session.

The purpose of the preparatory session is to:

— improve the arbitration process, to better use the availability time invested therein and to accelerate the holding of hearings;

— allow the parties to declare, if not already done, the means they intend to use to plead the case other than those mentioned in the preliminary remarks;

— outline the dispute and identify the issues to be discussed in the course of the hearing;

— ensure the exchange of documentary evidence;

— plan the presentation of evidence to be produced in the course of the hearing;

— study the admissibility of certain facts;

— analyze any other question which could simplify or accelerate the hearing.”.

10. Article 10-3.00 is replaced by the following :

“Article 10-3.00 - Coming into Effect and Duration of the Agreement

10-3.01 The Collective Agreement is in effect until June 30, 1998.

10-3.02 The present Stipulations have no retroactive effects, except in the case of explicit provisions to the contrary.

10-3.03 The working conditions provided for under the Stipulations negotiated and agreed on the national level shall continue to apply, in spite of their expiry, until new Stipulations negotiated and agreed upon at the national level come into effect.”.

11. Appendix “B” is modified :

1° by the addition in the list :

“GÉRALD-GODIN Montreal Island”, Montmorency, Édouard-Montpetit, Lionel-Groulx, Saint-Jean-sur-Richelieu, Champlain (St-Lambert), Saint-Jérôme

MARIE-VICTORIN Montreal Island*, Édouard-Montpetit, Lionel-Groulx, Montmorency, Saint-Jérôme, Champlain (St-Lambert)

2° by the addition, at the end, in the list of Colleges “Montreal Island” the following Colleges: “Gérald-Godin, Marie-Victorin”.

12. Appendix “C” is modified by the following paragraph :

“Moreover, the grievances may be submitted to arbitration or mediation according to the provision of Article 9-3.00.”

13. Appendix “H” is replaced by the following :

APPENDIX “H”

SALARY SCALES COLLEGES

ACADEMIC ADVISOR (35h00)
ANALYST (35h00)
REGISTRAR *

Echelons	Rate from May 7, 1997 to December 31, 1997 (\$)	Rate January 1, 1998 (\$)
1	31,194.00	31,506.00
2	32,340.00	32,663.00
3	33,540.00	33,875.00
4	34,813.00	35,161.00
5	36,110.00	36,471.00
6	37,448.00	37,822.00
7	38,886.00	39,275.00
8	41,064.00	41,475.00
9	42,630.00	43,056.00
10	44,265.00	44,708.00
11	45,967.00	46,427.00
12	47,731.00	48,208.00

Echelons	Rate from May 7, 1997 to December 31, 1997 (\$)	Rate January 1, 1998 (\$)
13	49,575.00	50,071.00
14	51,503.00	52,018.00
15	53,537.00	54,072.00
16	54,854.00	55,403.00
17	56,203.00	56,765.00
18	57,609.00	58,185.00

* This employment category and its corresponding salary scale shall apply in accordance with the provisions included in the collective agreement.

SALARY SCALES COLLEGES

GUIDANCE COUNSELLOR OR COUNSELLOR IN
ACADEMIC TRAINING (35H00)
EDUCATION ADVISOR (35H00)
PSYCHOLOGIST OR COUNSELLOR IN
REEDUCATION (35H00)

Echelons	Rate from May 7, 1997 to December 31, 1997 (\$)	Rate from January 1, 1998 (\$)
1	30,648.00	30,954.00
2	31,813.00	32,131.00
3	33,025.00	33,355.00
4	34,283.00	34,626.00
5	35,589.00	35,945.00
6	36,958.00	37,328.00
7	38,409.00	38,793.00
8	40,989.00	41,399.00
9	42,610.00	43,036.00
10	44,294.00	44,737.00
11	46,062.00	46,523.00
12	47,905.00	48,384.00
13	49,859.00	50,358.00
14	51,866.00	52,385.00
15	53,995.00	54,535.00
16	55,323.00	55,876.00
17	56,684.00	57,251.00
18	58,102.00	58,683.00

The professionals employed, on the date of the signing of the extension of the collective agreement ending on June 30, 1992, whose salary rates correspond to one or the other of the steps from 1 to 9 of their respective

salary scale, are subject to the corresponding rate of the salary scale of the employment group of analyst. As of the 10th step, the above salary rates shall apply.

SALARY SCALES COLLEGES

STUDENT ACTIVITIES ANIMATOR (35h00) *
ADMINISTRATION OFFICER (35H00)
FINANCE OFFICER (35H00)
LIBRARIAN (35H00)
STUDENT AFFAIRS COUNSELLOR (35H00)
MEASUREMENT AND EVALUATION ADVISOR
(35H00)
SPECIALIST IN TEACHING METHODS AND
TECHNIQUES (35H00)
INFORMATION OFFICER (35H00)
PASTORAL ANIMATOR (35H00)
STUDENT LIFE COUNSELLOR (35H00)
ACADEMIC AND VOCATIONAL INFORMATION
COUNSELLOR (35H00)
SOCIAL WORKER (35H00)

Echelons	Rate from May 7, 1997 to December 31, 1997 (\$)	Rate from January 1, 1998 (\$)
1	30,133.00	30,434.00
2	31,138.00	31,449.00
3	32,218.00	32,540.00
4	33,336.00	33,669.00
5	34,496.00	34,841.00
6	35,693.00	36,050.00
7	36,930.00	37,299.00
8	38,890.00	39,279.00
9	40,280.00	40,683.00
10	41,740.00	42,157.00
11	43,234.00	43,666.00
12	44,815.00	45,263.00
13	46,463.00	46,928.00
14	48,169.00	48,651.00
15	49,941.00	50,440.00
16	51,171.00	51,683.00
17	52,428.00	52,952.00
18	55,481.00	56,036.00

* This employment category is now excluded from the classification plan. It shall only be maintained, along with its corresponding salary, for professionals who are so classified on the date of signature of the collective agreement and who will not be re-classified in another employment category provided for in the classification plan.

14. Clause 2.01 of Appendix “M” is replaced by the following :

“**2.01** The professional working in the above sector shall receive an annual isolation and remoteness premium of:

Period	Period Sector	(A)	(B)
	Sector II	\$7,646.00	\$7,722.00
with dependent(s)	Sector I	\$6,183.00	\$6,245.00
Without	Sector II	\$5,096.00	\$5,147.00
dependent(s)	Sector I	\$4,324.00	\$4,367.00

Period A: From May 7, 1997, to December 31, 1997

Period B: As of January 1, 1998”

15. Appendix “S” is replaced by the following:

RETIREMENT PLANS

1.00 Gradual retirement

The negotiating parties shall mandate the CARRA Pension Committee to set up an ad hoc committee composed of representatives of the government and of the union to pursue the work already begun with respect to gradual retirement, the results of which are contained in a report dated February 1993.

The committee shall reexamine and complete the portion of the study dealing with the working conditions of retired persons who would avail themselves of such a program and shall analyze the tax problems related to gradual retirement.

While taking into account its available resources, CARRA may be required to update certain data as determined by the committee. The Pension Committee shall receive the report and recommendations of the ad hoc committee and shall submit them to the negotiating parties.

2.00 Return to work of certain retired persons

The negotiating parties shall mandate the CARRA Pension Committee to set up an ad hoc committee composed of representatives of the government and of the union to:

— recommend solutions to the problems experienced by those persons who retired within the framework of the temporary retirement measures and who then returned to work;

— identify rules for the harmonization of terms and conditions governing the return to work of retired persons under the RREGOP, the RRE and the RRF so as to better inform participants and retired persons as well as to facilitate the administration by CARRA and the employers;

— introduce, if possible, one or more measures designed to limit the return to work to those persons who have retired, subject to the terms and conditions to be agreed upon in accordance with the gradual retirement program.

The Pension Committee shall receive the report and recommendations of the ad hoc committee and shall submit them to the negotiating parties.

3.00 Miscellaneous

The negotiating parties shall mandate the CARRA Pension Committee to set up one or more committees to analyze and make recommendations concerning the following problem areas:

3.01 Problems related to layoffs of a cyclical nature regarding the nonaccumulation of service for retirement purposes by the persons affected by the layoff periods.

3.02 Problems related to the minimum 28-day period in which to redeem leave without pay.

3.03 Implementation of measures designed to use asset surplus of pension credits in order to decrease the actuarial reduction applicable to pension credit.

3.04 Analysis of certain adjustments made to the terms and conditions respecting progressive retirement.

3.05 Possibility of revoking the date prescribed in section 87 of the Act respecting the RREGOP.

3.06 Nondiscrimination of the fringe benefits as to the recommendations of the ad hoc committee on the nondiscrimination of fringe benefits.

Moreover, the parties shall agree that the amendments which will be made to the acts, where applicable, may not increase the cost of the plans.

3.07 The income replacement level at retirement as well as its growth with respect to inflation as to the recommendations of the ad hoc committee on retirement income and indexation of annuities.

The Pension Committee shall receive the report and recommendations of the ad hoc committee(s) and shall submit them to the negotiating parties.

4.00 Committees resulting from this agreement

The CARRA Pension Committee shall determine the composition of the ad hoc committees prescribed in articles 1.00 to 3.00 of this agreement as well as the time limits for the completion of their studies and the preparation of their reports subject to CARRA's availability.

The negotiating parties shall act on the recommendations as soon as they receive them.

5.00 Amendments to the RRE and the RRF

5.01 The government shall undertake to amend the RRE and the RRF in order to introduce any amendment made to the indexation formula of the annuities presently provided for in the RREGOP, if the participants decide to assume the costs of future service in the same proportion as the participants of the RREGOP for the same amendment.

5.02 The government shall undertake to incorporate into the RRE and the RRF any measure dealing with human resources management implemented under the RREGOP, provided, if need be, the participants assume the costs of these measures in the same proportion as the participants of the RREGOP for these same measures.

6.00 Amendments to the plans

During the life of the agreement, no amendment to the RREGOP, the RRE or the RRF may make the provisions of the plan less favourable for participants, unless there is an agreement between the negotiating parties to this effect.

16. Letter of Agreement number 1 is modified :

1° by replacing at clause 01 the expression "three (3) years" by "five (5) years";

2° by replacing at clause 02 the expression "thirty-six (36) months" by "sixty (60) months."

17. The following Appendices are abrogated :

Appendix "I" Letter of Intent Pertaining to Administration Officers

Appendix "J" Salary Scales

Appendix "J" Salary Scales

Appendix "K" Letter of Agreement Pertaining to the Study of Salary Relativities

Appendix "L" Letter of Agreement Pertaining the Adjustment of Echelon 18 for Every Salary Scale

Appendix "R" Sectorial Committee

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Gouvernement du Québec

O.C. 608-97, 7 May 1997

Charter of the French language
(R.S.Q., c. C-11)

Exemption granted to children staying in Québec temporarily

Regulation respecting the exemption from the application of the first paragraph of section 72 of the Charter of the French language that may be granted to children staying in Québec temporarily

WHEREAS the Government made the Language of Instruction (Temporary Residents) Regulation by Order in Council 2820-84 dated 19 December 1984;

WHEREAS it is expedient to replace that Regulation;

WHEREAS in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), a draft of the Regulation attached to this Order in Council was published in Part 2 of the *Gazette officielle du Québec* of 18 December 1996, with a notice that it could be made by the Government upon the expiry of a 45-day period following that publication;

WHEREAS following the comments received, amendments have been made to that draft Regulation;

WHEREAS it is expedient to make the Regulation with amendments;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Education:

THAT the Regulation respecting the exemption from the application of the first paragraph of section 72 of the Charter of the French language that may be granted to children staying in Québec temporarily, attached to this Order in Council, be made.

MICHEL CARPENTIER,
Clerk of the Conseil exécutif

Regulation respecting the exemption from the application of the first paragraph of section 72 of the Charter of the French language that may be granted to children staying in Québec temporarily

Charter of the French language
(R.S.Q., c. C-11, s. 85)

1. A child who comes to Québec for a temporary stay and who is in one of the following situations is exempted from the application of the first paragraph of section 72 of the Charter of the French language (R.S.Q., c. C-11):

(1) he holds a certificate of acceptance issued under section 3.2 of the Act respecting immigration to Québec (R.S.Q., c. I-0.2);

(2) he holds an employment authorization or a student authorization issued in accordance with the Immigration Act (R.S.C. (1985), c. I-2);

(3) he is exempted from the obligation to hold a certificate of acceptance, an employment authorization or a student authorization under a statute applicable in Québec;

(4) he is a dependent child of a foreign national who holds a certificate of acceptance;

(5) he is a dependant child of a foreign national who holds an employment authorization or a student authorization issued in accordance with the Immigration Act (R.S.C. (1985), c. I-2);

(6) he is a dependent child of a foreign national who is exempted from the obligation to hold a certificate of acceptance, an employment authorization or a student authorization under a statute applicable in Québec;

(7) he is a Canadian citizen or permanent resident domiciled in another Canadian province or a territory of Canada or is a dependent child of such Canadian citizen or permanent resident, who comes to Québec to study or work.

In order to be granted an exemption, the following documents and information shall be filed:

(1) the certificates or authorizations referred to in subparagraphs 1, 2, 4 and 5 of the first paragraph;

(2) where applicable, a document issued by a competent authority in immigration, certifying

(a) that the child or the foreign national who has charge of him is exempted under subparagraph 3 or 6 of