

SPECIAL DIRECTIVE

REGARDING THE USE OF A LANGUAGE OTHER THAN FRENCH

Septembre 2025

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Introduction

The Act respecting the official and common language of Québec, French (2022, chapter 14), sanctioned on June 1, 2022, amended the Charter of the French Language (CLF). This law establishes a duty to use French in an exemplary and exclusive manner, subject to certain exceptions for the Administration, including municipal organizations. The State Linguistic Policy (PLE), approved by the government on February 22, 2023, sets out the main guidelines for exemplarity.

The Regulation respecting the language of the Administration and the Regulation concerning exceptions to the duty of exemplarity and documents written or used in research, in force since June 1, 2023, complete the legal framework applicable to the Administration regarding the use of French. They provide, in addition to those in the CLF, situations where another language may be used.

As a recognized organization under section 29.1 of the CLF, the City of Dollard-des-Ormeaux must adopt a special directive and transmit it to the Ministry of the French Language. This directive replaces the previous ministerial directive adopted on May 24, 2023.

The City is recognized under section 29.1 of the CLF. As such, it uses the provisions of sections 23 to 26 of the CLF, which govern the use of another language by a recognized organization. These articles cover the language of signage, documents, service delivery, use of technological means, internal communications, communications with other recognized organizations, as well as the language used in naming, notices of meeting, agendas, and minutes of deliberative assemblies.

This special directive identifies additional situations to those provided for in sections 23 to 26 of the CLF. It provides for the possibility of using another language in situations not covered by its recognition under section 29.1 of the CLF.

The special directive regarding the use of a language other than French thus meets the government requirement by identifying other exceptions provided for by the CLF.

Person responsible for this procedure: French Language Emissary to the Ministry of the French Language

Dissemination: Intranet and website of the City of Dollard-des-Ormeaux

Approval: September 9, 2025

Revision: None to date (every 5 years)

Written and Oral Communications, Contracts and Agreements with Legal Entities and Businesses Established in Québec

- **Legal Entity – Headquarters or Establishment Outside Québec - CLF16 RLA 2(1)**

The City may use another language, in addition to French, when written communication is addressed only to the headquarters or establishment of a legal entity established in Québec, when that headquarters or establishment is outside Québec.

- **Legal Entity or Business with Which the Organization May Use Another Language – CLF 21.9 RLA 6(5)**

A document may be written in another language when it is sent by a legal entity or business with which the City may use another language, in addition to French, in its communications. This document is intended to obtain a permit, another authorization of the same nature, a grant or another form of financial assistance. This includes documents that the legal entity or business benefiting from the aid or authorization is required to send to the City because of this aid or authorization.

1. **In which cases, circumstances, situations, and for what purposes does the City intend to use a language other than French?**

The City deals with certain suppliers whose headquarters are outside Québec (mainly elsewhere in Canada or the United States). Sometimes a local supplier is acquired by another whose headquarters are outside Québec.

2. **What measures or instructions put in place by the City must be respected before another language may be used?**

The City invites staff in affected departments to ask the supplier if it is possible to communicate in French. When this proves difficult, the City uses English to ensure operational continuity.

- **School Organizations – Legal Entity Providing Educational Services – CLF 16 RLA 2(7)**

A recognized school organization under section 29.1 of the CLF may use another language, in addition to French, when sending communication to a legal entity established in Québec that provides educational services in English.

1. **In which cases, circumstances, situations, and for what purposes does the City intend to use a language other than French?**

Primary schools Académie Sunshine, Wilder Penfield, and Springdale are located in the City and are part of the Lester B. Pearson School Board. The private school Collège de l'Ouest de l'Île, which offers a secondary program, is also located in the City. The City communicates with various schools on its

territory, for example, for organizing sports, educational, and cultural activities or to reach young people for awareness operations.

2. What measures or instructions put in place by the City must be respected before another language may be used?

The City invites staff in affected departments to try to communicate in French first. When this proves difficult, the City uses English to ensure operational continuity and awareness activities for these clients.

- **Individual Operating a Sole Proprietorship – CLF 16 RLA 3**

The City may use another language, in addition to French, when communicating with an individual operating a sole proprietorship when it may communicate in another language with this individual when they are not acting in the course of their business.

- **Sole Proprietorship – CLF 21.9 RLA 6(4)**

A document may be written in another language when it is sent by an individual operating a sole proprietorship and the organization may use another language, in addition to the official language, in its communications with this person when they are not acting in the course of their business. This document is intended to obtain a permit, another authorization of the same nature, a grant or another form of financial assistance. This includes documents that the legal entity or business benefiting from the aid or authorization is required to send to the City because of this aid or authorization.

1. In which cases, circumstances, situations, and for what purposes does the City intend to use a language other than French?

The City deals with certain individuals who act in the course of operating a sole proprietorship.

2. What measures or instructions put in place by the organization must be respected before another language may be used?

The City invites staff in affected departments to ask the supplier if it is possible to communicate in French. When this proves difficult, the City uses English to ensure operational continuity.

Written and Oral Communications, Contracts and Agreements with Legal Entities and Businesses Outside Québec

- **Headquarters or Establishment Outside Québec – CLF 21.9 RLA 6(3)**

A document sent to the City may be written in another language when it comes from the headquarters or establishment outside Québec of a legal entity or business established in Québec. This document is intended to

obtain a permit, another authorization of the same nature, a grant or another form of financial assistance. This includes documents that the legal entity or business benefiting from the aid or authorization is required to send to the City because of this aid or authorization.

- **Headquarters or Establishment Outside Québec – CLF 21 RLA 4(6)**

The City may attach a version in another language to a contract and related documents when it contracts in Québec with a legal entity established in Québec and the necessary exchanges for the conclusion of the contract take place with the headquarters or an establishment of the legal entity located outside Québec.

- **Legal Entity Outside Québec – CLF 21.4 (1) b)**

The City may attach a version in a language other than French to a contract and related documents when it enters into a contract in Québec with a legal entity or business that is not subject to the registration requirement under the Act respecting the legal publicity of businesses and whose head office is located in a state where French is not an official language.

- **Contract Outside Québec – CLF 21.5**

The contract to which the City is a signatory and related documents may be written only in another language when the Administration contracts outside Québec.

- **Written Document Intended for Use Outside Québec – CLF 21 RLA 4 (4)**

A version in another language may be attached to a contract when the document is intended for use outside Québec.

- **Contract with a Supplier or Provider and Another Government – CLF 21 RLA 4 (8)**

A version in another language may be attached to a contract when the City contracts with a supplier or service provider and another government whose official language is not French.

- **Public Contract – CLF 21 RLA 4 (1)**

The City may attach a version in another language to a contract and related documents when it is necessary to attract legal entities or businesses without an establishment in Québec as part of a process for awarding or granting a public contract.

- **Adhesion Contract – Headquarters Outside Québec – CLF 21 RLA 4 (7)**

The City may attach a version in another language to a contract and related documents when it adheres to a contract submitted by the headquarters or parent company located outside Québec of a legal entity established in Québec or by the entity outside Québec controlling a legal entity established in Québec.

- **Third Parties Outside Québec – CLF 21 RLA 6 (2)**

A document sent to the City by a legal entity or business to obtain a permit, another authorization of the same nature, a grant or another form of financial assistance may be written in another language when the document is sent both to the City and to a third party outside Québec.

- **Individual Not Residing in Québec – CLF 21.4 (1) a)**

The City may attach a version in another language to a contract and related documents when it contracts in Québec with an individual who does not reside in Québec.

1. **In which cases, circumstances, situations, and for what purposes does the City intend to use a language other than French?**

The City deals with certain suppliers whose headquarters are outside Québec (mainly elsewhere in Canada or the United States). Sometimes a local supplier is acquired by another whose headquarters are outside Québec. The City also deals with certain individuals who do not reside in Québec.

2. **What measures or instructions put in place by the organization must be respected before another language may be used?**

The City invites staff in affected departments to ask the supplier if it is possible to communicate in French. When this proves difficult, the City uses English to ensure operational continuity.

Other Contracts and Agreements

- **Information Technology – Non-Availability – CLF 21 RLA 4 (15)**

The City may attach a version in another language to a contract and related documents when it contracts for information technology licenses that do not exist in French.

- **Instant Execution Contract – CLF 21 RLA 4 (18)**

The City may attach a version in another language to a contract and related documents when it concludes with an individual an instant execution contract for which:

- No file opening or registration process is necessary;
- The conclusion takes place in the presence of the parties;
- The individual has requested that the City use another language.

- **Supply Contract – Product Registration – Non-Availability in French – CLF 21.12**

The City ensures that any product registration it obtains under a supply contract concluded with a legal entity or business is written in French. It only deviates when it is impossible to obtain the desired product or an equivalent product in a timely manner.

- **Service Received from a Legal Entity or Business – Non-Availability in French – CLF 21.12**

The City ensures that any service obtained from a legal entity or business is in French. It only deviates when services, other than those intended for the public, cannot be provided in French.

- **Loan Contract – CLF 21 al. 2**

A loan contract to which the City is a signatory may be written in both French and another language.

- **Financial Risk Management – CLF 21 al. 2**

A financial instrument or contract for financial risk management (including currency or interest rate swap agreements), to which the City is a signatory, may be written in both French and another language.

- **Purchase or Sale of an Option – CLF 21 al.2**

A contract providing for the purchase or sale of an option, to which the City is a signatory, may be written in both French and another language.

- **Successive Performance Contract – CLF 21 al. 2**

A successive performance contract to which the City is a signatory may be written in both French and another language.

- **Successive Performance Consumer Contract – CLF 22.3**

A successive performance consumer contract to which the City is a signatory may be written in both French and another language in each of the following situations:

- To provide services in English to a person declared eligible to receive instruction in English;
- To provide services for the reception of immigrants within the first six months of their arrival in Québec;
- To provide services and maintain relations outside Québec;
- To provide tourist services.

- **Insurance Policy Contract – CLF 21.5**

A contract concluded by the City for an insurance policy, when there is no equivalent in French in Québec and it comes from outside Québec or its use is uncommon in Québec, as well as related documents, may be written only in another language.

- **Document Written in Another Language – CLF 21.6**

A document relating to a contract only in French may be written only in another language when the City consents and it is an authentic, semi-authentic document or one whose legal value would prevail over any possible French version.

- **Financial, Technical, Industrial or Scientific Documents – CLF 21 RLA 4 (2)**

The City may attach a version in another language to a contract and related documents when the bidder or contractor must, in relation to a contract, send documents that meet all the following conditions:

- They do not exist in French;
- They are produced by a third party;
- They are related to insurance or are financial, technical, industrial or scientific in nature.

1. In which cases, circumstances, situations, and for what purposes does the City intend to use a language other than French?

The City may, in the above situations, have to attach a version in another language to a contract and related documents. Some contracts, such as an insurance policy, may sometimes be written only in another language.

2. What measures or instructions put in place by the organization must be respected before another language may be used?

The City invites staff in affected departments to ask the supplier if it is possible to communicate in French. When this proves difficult, the City uses English to ensure operational continuity.

Written and Oral Communications with Individuals and Other Communications

• Tourism – CLF 22.3

The City may use another language, in addition to French, in its communications to provide tourist services.

1. In which cases, circumstances, situations, and for what purposes does the organization intend to use a language other than French?

Tourists from outside Québec, especially Ontarians and Americans, frequent certain City facilities.

2. What measures or instructions put in place by the organization must be respected before another language may be used?

The City invites staff in affected departments to try to communicate in French first. When this proves difficult, the City uses English to communicate effectively with these clients.

• Dissemination of Financial Information – RDR 1 (3)

The City may use another language, in addition to French, when communicating to disseminate any financial information it deems necessary for the management of the consolidated revenue fund and public debt, as well as for the management of the issuance of municipal debt securities.

• Bidding Site and Transactional Platform – RDR 1 (6)

The City may use another language, in addition to French, to make any bidding site or transactional platform available in the context of managing public debt and issuing municipal debt securities.

- **Information Bodies Broadcasting in Another Language – CLF 22.5**

The City may use a language other than French in communications intended for information bodies broadcasting in a language other than French and in the advertising they carry.

- 1. In which cases, circumstances, situations, and for what purposes does the City intend to use a language other than French?**

The City may use certain financial information dissemination sites, bidding sites and transactional platforms for municipal debt securities.

- 2. What measures or instructions put in place by the organization must be respected before another language may be used?**

The City invites staff in affected departments to check if the use of French is possible. Otherwise, the City uses English to communicate financial information effectively.

- **Holder of an Elected Public Office – CLF 22.5**

The City may use a language other than French for communications by members of the municipal council, except those intended for the City or its staff.

- 1. In which cases, circumstances, situations, and for what purposes does the City intend to use a language other than French?**

This exception may be used by members of the municipal council in their communications other than those intended for the City or its staff. Members of the municipal council speak in French or English depending on the audience and context.

- 2. What effort can the organization make to ensure that the duty of exemplarity, in spirit, is taken into account in exercising this faculty?**

The City encourages members of the municipal council to continue to promote the importance of French.

Research

- **Information Provided by a Participant – CLF 22.5 RDR 2 (2)**

Information provided by a participant in research or by a person contributing to provide information may be written in a language other than French.

- **Survey or Statistical Inquiry**

The City may use a language other than French in material used for a survey or statistical inquiry, including a questionnaire or interview form.

1. In which cases, circumstances, situations, and for what purposes does the City intend to use a language other than French?

Information provided by a participant in research, a survey or public consultation, or by a person contributing, may be written in a language other than French. The City may use a language other than French in material used for a survey or statistical inquiry, including a questionnaire or interview form.

2. What effort can the organization make to ensure that the duty of exemplarity, in spirit, is taken into account in exercising this faculty?

As a recognized organization under section 29.1 of the CLF, the City conducts its research, surveys and public consultations in French and English. The City may also receive comments and information from its citizens in both languages, especially during public consultations. The City ensures presentation in French and English and translates comments received from citizens.

Intergovernmental and International Affairs, Cooperation, Consultation and Relations Outside Québec

- **International Agreement – CLF 21.1**

The City may attach a version in another language to an agreement and related documents when it is a signatory to an international agreement under the Act respecting the Ministry of International Relations or an agreement referred to in section 23 or 24 of that Act.

- **Services and Relations Outside Québec – CLF 22.3**

The City may use another language, in addition to French, when communicating in writing to provide services and maintain relations outside Québec.

- **Report or Certification Intended for Abroad – RDR 1(1)**

The City may use another language, in addition to French, when communicating in writing to provide services leading to the issuance of a report or certification intended for use abroad.

- **Legal Entity of Public Law of Another State – RDR 1(7)**

The City may use another language, in addition to French, when communicating in writing with a legal entity of public law of another state whose official language is not French.

- **Communication with Another Government – CLF 16 RLA 1**

The City may attach to the French version of a communication, a version written in another language when communicating in writing with another government that does not have French as an official language.

- **Relations Outside Québec – Documents – CLF 22.5**

The City has the ability to use a language other than French in documents used in relations outside Québec, except for documents covered by CLF articles 16 and 16.1, agreements covered by articles 21.1 and 21.2, and related documents covered by article 21.3.

- **International Action – Communication – CLF 22.5**

The City has the ability to use a language other than French in oral communications with legal entities or individuals from outside Québec when such communications are necessary for the deployment of Québec's international action.

- **Laws and Practices of Another State – CLF 22.5**

The City has the ability to use a language other than French when it must use that other language to comply with the law or practices of another State other than Québec.

- **Cooperation with Competent Authorities – CLF 22.5**

The City has the ability to use a language other than French when the use of that other language is necessary for the implementation of measures aimed at cooperation between the competent authorities of Québec and those of another State, including documents necessary for the application in Québec of standards intended to be harmonized with those of such another State. This exception does not apply to documents covered by articles 16 and 16.1 as well as articles 21 to 21.3 of the CLF.

1. **In which cases, circumstances, situations, and for what purposes does the City intend to use a language other than French?**

The City may use a language other than French, in addition to French, in its relations outside Québec.

2. **What measures or instructions put in place by the organization must be respected before a language other than French may be used?**

The City invites staff in affected departments to check if the use of French is possible. Otherwise, the City uses English to ensure effective communication with its relations outside Québec.

