

**LOCAL AGREEMENT**

**BETWEEN**

**THE LESTER B. PEARSON SCHOOL BOARD**

**AND**

**THE PEARSON TEACHERS UNION**

**2010-2015**



- |                                                                 |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------|
| - List of vacancies                                             | " "                                                           |
| - List of voluntary transfers                                   | " "                                                           |
| - List of teachers to be placed on availability or nonreengaged | As per staffing timeline <sup>2</sup><br>agreed upon annually |
| - List of part-time contracts                                   | October 15 and updates                                        |
| - List of teachers offered contracts                            | After 40 days                                                 |
| - Information concerning surplus re-absorption                  | As available                                                  |

**Administrative documentation:**

- |                                                                         |                                                     |
|-------------------------------------------------------------------------|-----------------------------------------------------|
| - Non-restricted material at school board meetings                      | Monthly                                             |
| - Students' enrolment forecast                                          | March 30                                            |
| - Students' enrolment figures by school                                 | October 30                                          |
| - Class size documentation <sup>1</sup>                                 | October 15                                          |
| - MELS budgetary rules                                                  | 8 workdays after receipt                            |
| - School board budget forecast                                          | 8 workdays after approval                           |
| - School board budget revision                                          | As available                                        |
| - Allocation of support services for special needs students             | As foreseen in clause<br>8-9.02(provincial entente) |
| - Information concerning support and supervision of student teachers    | November 1                                          |
| - Available director days per school                                    | October 30                                          |
| - PIC funds                                                             | November 30                                         |
| - School board-wide professional day calendar and programs <sup>2</sup> | September 1                                         |

**Employees' benefits documentation:**

- |                                                 |                        |
|-------------------------------------------------|------------------------|
| - Basic data from payroll system                | October 30 and updates |
| - Bank of days statement                        | As available           |
| - List of teachers on salary insurance          | Monthly                |
| - List of teachers on CSST, Maternity Leave     | As available           |
| - Policy with regard to teacher travel expenses | As available           |
| - Salary changes, 20 days                       | As available           |

**3-4.00 UNION SYSTEM**

- 3-4.01 Every teacher in the employ of the school board who is a member of the union on the date of the coming into force of the entente shall remain a member for the duration of the entente, subject to clauses 3-4.04 and 3-4.05.
- 3-4.02 Every teacher in the employ of the school board who is not a member of the union on the date of the coming into force of the entente but subsequently becomes one, must remain a member for the duration of the entente, subject to clauses 3-4.04 and 3-4.05.
- 3-4.03 As of the date of the coming into force of the entente, every teacher shall, upon his or her engagement, sign an application form for membership in the union<sup>3</sup>. If accepted by the union, the teacher must remain a member of the union for the duration of the entente, subject to clauses 3-4.04 and 3-4.05. The union shall provide the school board with the form. Within fifteen (15) days of receiving the application form for membership filled out by a new teacher, the school board shall forward it to the union.
- 3-4.04 Every teacher who is a member of the union may resign from the union. Such a resignation shall in no way affect his or her employment ties as a teacher.

<sup>1</sup> Includes class listing and weighting by group and grade level for each school

<sup>2</sup> The school board shall provide the union with a list of workshops and directives for attendance at least five (5) working days before the school board-wide professional day

<sup>3</sup> See Appendix A for the Union Application Form

3-4.05 The fact that a teacher is refused membership in the union or is expelled from the ranks of the union shall in no way affect his or her employment ties as a teacher.

**3-5.00 UNION DELEGATE**

3-5.01 The school board shall recognize the position of union delegate.

3-5.02 For each school or group of schools, the union shall appoint a teacher from the school or group of schools to the position of union delegate. It may also appoint several teachers to that position. When there is more than one union delegate, the union shall designate one of them as the senior union delegate. Whenever the term "union delegate" is used in this agreement, it is understood that it refers to the senior union delegate. For each school, the union may also designate a teacher from the school as an alternate for the union delegate. The alternate shall have all the rights and the responsibilities of the union delegate, in the absence of the latter.

3-5.03 The union delegate shall represent the union in the school.

3-5.04 The union shall inform the school board and the school administration, in writing, of the names of the union delegates and alternates within fifteen (15) days of their appointment.

3-5.05 The union delegate or his or her alternate may, in his or her dealings with the school board or the school administration, be accompanied by another union representative designated by the union. In this case, the school board or the school administration may request prior notification of not more than twenty-four (24) hours.

3-5.06 For the purposes of the union meetings held on school premises in accordance with article 3-2.00, the union delegate may invite one or more union representative to the school.

**3-7.00 DEDUCTION OF UNION DUES OR THEIR EQUIVALENT**

3-7.01 a) Before August 1st of each year, the union shall notify the school board in writing of the amount set or formula(ae) as regular union dues for all categories of members. Failing such notice, the school board shall make deductions according to the last notice received.

b) Thirty (30) days before it becomes deductible, the union shall notify the school board in writing of the amount set or formula(ae) as the new regular union dues.

c) The school board agrees to deduct special union dues at the request of the union provided that the number of teachers exempted from these dues does not exceed twenty (20). Thirty (30) days before it becomes deductible, the union shall notify the school board in writing of the amount set or formula(ae) as special union dues. With this notice, the union must provide the school board with the list of teachers who are exempted from these dues.

3-7.02 a) When the school board has received the notice provided for in clause 3-7.01 a), it shall deduct, in equal amounts, from every payment of the teacher's salary:

- the regular union dues in the case of any teacher who is a member of the union;

b) When the school board has received the notice provided for in clause 3-7.01 b), it shall deduct from the first payment of the teacher's salary following the period of time provided for in clause 3-7.01 b) up to the last payment of the teacher's salary:

- the change of the regular union dues in the case of each teacher who is a member of the union;

- the equivalent of the change of the regular union dues in the case of each teacher who is not a member of the union.

- c) When the school board has received the notice provided for in clause 3-7.01 c), it shall deduct from the payment of the teacher's salary the special union dues for all teachers except those (maximum 20) exempted from the deduction as per the union list.

#### **4-0.00 METHODS, SUBJECTS AND PROCEDURES OF PARTICIPATION OF TEACHERS**

##### **4-2.00 GENERAL PROVISIONS**

4-2.01 The goal of consultation and collaboration at every level is to ensure that the best educational service be provided to the students of the school school board. To this end, the active participation of the union at the school board level and teachers in individual schools as consultees or collaborators, as the case may be, in the decision-making process shall be ensured according to the provisions of this chapter. When teachers choose to make a decision or recommendation via a formal vote, referencing 8-10.02 (Provincial entente), an approval<sup>4</sup> of 75% must be obtained by the teachers directly involved. Otherwise, a simple majority suffices.

4-2.02 In this chapter, the word 'school' shall mean an educational establishment in which primary and/or secondary instruction takes place. The word 'centre' shall mean an adult education or vocational establishment. It may also refer to an offsite alternative program where secondary instruction takes place.

Any committee established by this chapter shall represent the primary, secondary, adult and vocational education teachers.

4-2.03 Each existing participatory body shall have the right to:

- a) receive from the school board or principal upon request information pertinent to the matter under consideration;
- b) invite to a meeting at no cost to the school board, school or centre any person to enlighten or inform it on a matter under consideration after serving a notice of forty-eight (48) hours.
- c) at its first annual meeting, each participatory committee shall appoint a chairman and a secretary from its members. One representative from the school board and one representative from the union shall occupy these two positions alternately from year to year.

##### **4-3.00 SCHOOL BOARD LEVEL PARTICIPATION**

###### **4-3.01 Educational Policies Committee**

- A) **Mandate:** To allow the union to contribute to the development of educational policies and practices within the school board by facilitating a free exchange of ideas on initiatives related to the topics below at an early stage in their development that is prior to the drafting of the final official consultation document (in the case of policies), or prior to implementation (in the case of practices).
- B) **Procedures:** The committee shall normally consist of a minimum of 10 members, five named by the school board and five named by the union. The first meeting of the year shall occur in September. At that meeting the committee will set its schedule, elect its officials, and establish its rules of procedure.
- C) **Issues for Consultation:**
  - 1) the change of report cards used by the school board;

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<sup>4</sup> Provincial entente, clause 8-10.09

- 2) the school board's evaluation policy concerning the examinations of the school board;
- 3) the particular educational services for students living in an economically disadvantaged area, when the school board organizes such services;
- 4) the implementation of new pedagogical methods;
- 5) the criteria governing the choice of textbooks from among the list of those approved by the Minister as well as the instructional material required for teaching the programs of study and the methods of application;
- 6) the timetable.
- 7) the use of a computer by a teacher as part of his or her teaching duties
- 8) the use of the computer in carrying out duties related to teachers general duties
- 9) Implementation of programs of studies, exemption from certain subjects and substitution of local programs in all sectors
- 10) policies pertaining to experiential education and extra-curricular activities;
- 11) projects related to educational research and experimentation;
- 12) policies pertaining to student evaluation including school board level exams;
- 13) special project schools;
- 14) additional Vocational Education programs;
- 15) programs for popular education (non-credit or interest courses offered in the Adult /Vocational Education Sector).

#### 4-3.02 **Central Special Needs Parity Committee (school board level)**

**Introduction:** The school board shall provide the committee with all the information concerning support services for special needs students including the list of special needs students per school, the resources available (i.e. Appendix XXIX of the provincial entente) and the funds received under certain special measures and used for support services.

##### A) **Mandate:**

- 1) to advise the school board concerning its special education policy;
- 2) to make recommendations concerning all the services (eg: alternative programs) provided at the school board level;
- 3) to verify the resources available for the services provided to students with special needs;
- 4) to oversee the equitable distribution of the appropriate available services and financial resources to all the schools.
- 5) to oversee the particular educational services for students living in an economically disadvantaged area;

##### B) **Other Responsibilities Include:**

- 1) developing the criteria for the allocation of all resources among the schools while maintaining a reserve in order to provide additional services during the coming school year;
- 2) reviewing the preliminary plan (request) from each school and making appropriate recommendations;
- 3) ensuring an equitable allocation of the available services to the schools;
- 4) analysing the final plan approved by the teaching staff and submitted by the school level committee;
- 5) establishing where compensation is required;
- 6) making a final decision where any plan or modified plan has been rejected by the staff;
- 7) addressing any issues that may arise at the school level during the year.

##### C) **Composition of the Central Special Needs Parity Committee**

The committee shall be composed of the Director of Student Services, the Director of Human Resources, a Regional Director, the union President and two (2) union professional staff.

#### 4-3.03 **Central Professional Improvement Committee**

- A) **Mandate:** As per clause 7-1.04 and article 7-2.00 (provincial entente)
- 1) To allow the union to contribute to the development of professional improvement policies and practices within the school board by facilitating a free exchange of ideas on initiatives related to that topic at an early stage in their development that is prior to the drafting of the final official consultation document (in the case of policies), or prior to implementation (in the case of practices);
  - 2) To analyse on an annual basis the professional improvement needs of teachers and design a system of distribution of the funds for professional improvement based on that analysis;
  - 3) To establish an on-going liaison with the Professional Improvement Committee at each school;
  - 4) To receive and distribute the funds granted by virtue of Appendix XXIX of the provincial entente.
- B) **Procedures:** The committee shall be composed of eight (8) members including a representative from Adult/Vocational Education: four (4) named by the school board and four (4) named by the union. The first meeting of the year shall occur in September. At that meeting the committee shall set its schedule, elect its officials, and establish its rules of procedure. A simple majority vote shall be required for the adoption of motions. The chairperson shall be entitled to only one (1) vote.

#### 4-3.04 **Labour Relations Committee**

- A) **Mandate:**
- 1) To allow the union a forum in which to address any issue of concern, general or specific, regarding labour relations or the application of the collective agreement;
  - 2) To consult on the following issues:
    - a) Joint agreements pertaining to the establishment and operation of schools administered with outside organizations;
    - b) Enrolment criteria;
    - c) Proposals submitted by schools under clauses 8-10.01 and 8-10.02 (provincial entente);
    - d) Distribution of director's days;
    - e) Information pertaining to any funds allocated by virtue of the local agreement and the provincial entente.
    - f) Every employee assistance program that a school board decides to implement
- B) **Procedures:** The committee shall be composed of the Director of Human Resources (or a representative), the President of the union (or a representative) and another senior administrator and union professional staff as appropriate. Normally the committee shall meet monthly, with the first meeting taking place in August.

#### 4-4.00 **SCHOOL LEVEL PARTICIPATION**

##### 4-4.01 **GENERAL PROVISIONS**

The union and the school board believe in the importance of the school level consultation process in the effective operation of a school/centre and are committed to implementing and supporting meaningful and efficient consultation in each of the school board's schools/centres. To this end, the union and the school board shall agree to work cooperatively on the basis of the following principles:

- a) All policies, regulations and practices which have an effect on the operation of the school/centre shall be subject to consultation prior to implementation. (This shall be in accordance with the

current "LBPSB / PTU School Council Handbook");

- b) The school/centre administration and the school council chairperson shall be responsible for setting an appropriate consultation timeline and preparing the agenda for every school council or general teaching staff meetings. Should there be a failure to agree on a consultation timeline, such a dispute would be referred to the procedure outlined in e) below;
- c) Information necessary for the effective management of the school/centre which is available to the school/centre administration shall be equally available to the school council and/or to the teaching staff;
- d) Should the school administration make a decision that is contrary to the recommendation of the school council or the teaching staff, a written explanation shall be provided to the school council prior to the implementation of the decision. A copy of the explanation shall be transmitted to the Regional Director and the union;
- e) The President of the union and the Regional Directors of schools and centres, shall be available to assist the school council or the teaching staff and the school administration in overcoming any concerns with the operation of the consultation process.

#### 4-4.02 **School Council**

- a) There shall be a school council of a minimum of three (3) teachers in each school/centre, elected by the teachers. The school council shall ensure teacher involvement in the development and implementation of pedagogical policies and practices, as well as rules of conduct and safety measures and practices at the school/centre. It shall ensure teacher liaison with the governing board.<sup>5</sup> The teacher involvement can be promoted by meeting with the entire teaching staff instead of or in addition to the school council. In order to avoid the unnecessary duplication of meetings, when legislation obliges other staff to also be involved in the development or implementation of an issue, and where the majority of teachers agree, other staff may be invited to participate in school council and/or general teaching staff meetings.
- b) The school council shall inform all teachers of the school/centre of its decisions by distributing draft minutes of its meetings to each teacher within seven (7) working days from the date of the meeting and may report to them on its deliberations at staff meetings or at meetings called for this purpose. To this end, the school/centre administration shall provide secretarial assistance in the typing and distribution of minutes. A copy of the official school council minutes shall be sent to the President of the union, the Director of Human Resources, and the appropriate Regional Director.
- c) School council meetings may be held during the school day provided that they do not interrupt the continuity of the pupils' instructional time.

#### 4-4.03 **Items for Collaboration and Consultation**

##### A) **Collaboration Items and Approval of Governing Board**

The proposals, resulting from the following collaboratively created items, are jointly recommended to the Governing Board for approval. The principal shall decide on the final version to be submitted to the Governing Board for approval. Should the Governing Board reject the proposal, a new proposal must be requested.

- 1) Student supervision policy
- 2) Rules of conduct and safety;
- 3) Approach for the implementation of the Basic School Regulations;

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<sup>5</sup> See Appendix B for the School Council Timeline.

- 4) Approach for the development of enrichment programs, the adaptation of existing programs, or the development of local programs to meet specific needs of students;
- 5) Time allocation per subject;
- 6) Educational activities involving changes in student arrival or departure times requiring student to leave the school premises;
- 7) Approach for the implementation of student services and special educational services;
- 8) Approach for the implementation of popular education (refers to Adult and Vocational Education);
- 9) Implementation of programs of studies;
- 10) School success plans
- 11) Anti Violence and Anti Bullying Plan

### **Collaboration Items and Information to Governing Board**

The proposals stemming from the following items are developed by the teaching staff (often together with the principal) for the purpose of informing the Governing Board. If the principal refuses the proposal, a written explanation shall be provided to the staff prior to the implementation of the decision. A copy of the explanation shall be submitted to the Regional Director and to PTU.

- 12) Specific local programs of studies to meet the special needs of students;
- 13) Criteria for the introduction of new instructional methods;
- 14) Textbooks and instructional materials;
- 15) Standards and procedures for the evaluation of student achievement;
- 16) Procedures for the submission of marks  
*(Staff Council has the right to propose the length of time between the end of term and the submission of marks to the principal)*
- 17) Rules governing the placement of students and their promotion from one cycle to another at the elementary level;
- 18) The system of reporting late arrivals and absences of the students;
- 19) The implementation of the Guidelines for Student Teacher Funds;<sup>6</sup>
- 20) The in-school Professional Improvement Committee.<sup>7</sup>
- 21) The establishment for the following school year of the supervision needs and a system of rotation among the teachers to implement the supervision duties required;
- 22) The Value Added Program

### **B) Consultation Items**

In addition to items listed in clause 4-4.01 a), the principal shall seek advice from the staff and then decides on the final proposal for the following:

- 1) Management and Educational Success Agreements (MESA)
- 2) Needs of the school in each teaching category for the following year;
- 3) Professional improvement needs of the teaching staff;
- 4) Educational services to be provided by each school or centre;
- 5) Educational project of the school;
- 6) Use of director's days;
- 7) The establishment each September of a system of emergency substitution in accordance with clause 5-1.30;
- 8) The homeroom system;
- 9) The placement in the school calendar of in-school pedagogical days and the program for these days;
- 10) The establishment and application of a system of invigilation for each examination period;
- 11) The school/centre budget.

<sup>6</sup> See Appendix C for Guidelines for Student Teachers

<sup>7</sup> See clause 4-4.04 A)

#### 4-4.04 **In-school Professional Improvement Committee**

- A) **Mandate:** To administer the decentralized funds from the Central Professional Improvement Committee at the level of the school. In the absence of a local PIC, the school council shall assume this responsibility for the school.
- B) **Procedures:**
- 1) To establish or revise local PIC policies on an annual basis;
  - 2) To submit the “annual professional improvement plan” and in-school guidelines for distributing funds to the CPIC by Nov. 30th of each year. Failure to do so may result in the withholding of funds until the plan is received;
  - 3) To assist staff members and administration in planning and implementing local professional goals;
  - 4) To disseminate information regarding conferences, workshops and local professional improvement activities;
  - 5) To allocate funds for conferences, workshops and local improvement activities;
  - 6) To organize feedback, sharing and follow-up sessions regarding conferences, workshops, retreats and local improvement activities;
  - 7) To maintain records of decentralized fund allocations. The annual report shall be submitted to the CPIC no later than June 30. Failure to do so shall result in a withholding of funds for the following school year;
  - 8) To report PIC activities at each school council meeting;
  - 9) To maintain communication with the CPIC.

#### 4-4.05 **Special Needs Committee (School Level)**

##### AT THE ELEMENTARY LEVEL

- A) **Mandate:**
- 1) Examine the proposed preliminary plan of class groupings;
  - 2) Receive the information concerning all the available services and financial resources for special needs students;
  - 3) Distribute these services within the school in an equitable manner;
  - 4) Present the above to the teaching staff for approval;
  - 5) Formulate a new modified plan if necessary;
  - 6) Submit the final plan to the Central Special Needs Parity Committee;
  - 7) Request from the Central Special Needs Parity Committee additional support services when new cases are identified throughout the year;
  - 8) Formulate a new modified plan if necessary.
- B) **Procedures:**
- 1) A vote of the teaching staff shall be taken in order to accept or reject the proposed preliminary plan.
  - 2) There shall be a 75% approval in order for the plan to be accepted. Abstentions and absences will not be counted in the vote.
  - 3) Should the plan be rejected by the teachers concerned, the school level committee shall develop a modified plan by taking into consideration the ideas presented by the teachers involved.
  - 4) Should this modified plan be rejected by the teaching staff (75% approval) then the preliminary and modified plans are submitted to the Central Special Needs Parity Committee for a final decision.
- C) **Composition of the Elementary School Level Committee**  
 The committee shall be composed of the principal, and three (3) teachers elected by the teaching staff. Four (4) teachers shall be elected where there is a vice-principal and the latter shall be a member of the committee. It is strongly recommended that one of the teachers be the resource

teacher. If necessary, the committee may consult other staff who provide support services to the school.

#### AT THE SECONDARY LEVEL

##### A) **Mandate:**

- 1) Examine a preliminary plan developed by the administration of the school taking into consideration the number of groupings in each section, the distribution of workload among the teaching staff and the number of identified special needs students per grouping;
- 2) Accept or modify the plan and present both options to the teaching staff;
- 3) Distribute these services within the school in an equitable manner;
- 4) Request from the Central Special Needs Parity Committee additional support services when new cases are identified throughout the year.

##### B) **Procedures:**

- 1) A vote of the teaching staff shall be taken in order to accept or reject the proposed preliminary plan;
- 2) There must be a 75% approval in order for the plan to be accepted. Abstentions and absences shall not be counted in the vote;
- 3) Should the plan or part of the plan be rejected by the teachers concerned, the school level committee shall develop a modified plan by taking into consideration the ideas presented by the teachers involved;
- 4) Should this modified plan be rejected by the teaching staff (75% approval) then the preliminary and modified plans shall be submitted to the Central Special Needs Parity Committee for a final decision.

##### C) **Composition of the Secondary Level Committee**

The committee shall be composed of the principal, a vice-principal, and four (4) teachers elected by the teaching staff. It is strongly recommended that one of the teachers be the resource teacher. If necessary, the committee may consult other staff who provide support services to the school.

## 5-1.00 ENGAGEMENT

### Section A - Contracts of Engagement (provincial entente)

### Section B - The Provisions Respecting Priority of Employment Lists

The following provisions shall replace those of clauses 5-1.14 to 5-1.19 of the provincial entente.

5-1.14 No later than June 1 of each year, the school board shall draw up the priority of employment list respecting the following provisions:

- a) For each teacher already on the priority list, the school board shall add the number of days taught or expected to be taught under a part-time contract in the school board during the current school year.
- b) The school board shall add to the priority list, the name of the teacher who has been granted at least two (2) contracts in two (2) different school years each of a duration not less than and equivalent to 100 days (50%) per year during the last three (3) school years and has received at least two (2) satisfactory evaluations<sup>8</sup> in two different school years.

A non-evaluation during a contract will be considered a positive evaluation.

In case of an unsatisfactory evaluation, following the process of evaluation agreed to by the school board and the union, the teacher and the union shall be notified.

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<sup>8</sup> See Appendix D for the Evaluation Form

5-1.15 No later than June 15, the school board shall draw up the revised priority list respecting the following provisions:

Note: Teachers on the Priority of Employment List of 2011-12 shall retain already acquired categories. Any addition or modification of categories will follow the new protocol.

- a) The school board shall list teachers in decreasing order of the number of years and days recognised according to clause 5-1.11 of the provincial entente and shall indicate the category(ies) for which they may be engaged.
- b) The categories shall be those determined by the school board, no later than February 15, after consultation with the union.
  - The teacher will be in the category for which he or she is legally qualified.
  - A teacher may have up to two (2) additional categories for which he or she has completed a minimum of 15 University credits in a specific discipline.
  - However, to add the French category, a teacher needs to have successfully passed a French test recognized by the School board.
  - When a new category is added to a teacher's file, he or she may substitute this new category for one of the two 2 additional categories. However, the teacher may not change the category for which he or she is legally qualified.
  - The priority list shall also be sorted by alphabetical order.
- c) No later than June 1, the school board shall post the alphabetical version of the priority list on the portal for verification and correction. The union shall receive the list in alphabetical order and by seniority.
- d) The two (2) versions of the official priority list shall be posted on the portal no later than the last pupil day. The school board shall forward these lists to the union on June 15<sup>th</sup>.

5-1.16 The teacher whose name is on a priority of employment list and who is granted a regular teaching contract shall retain a priority of employment for a part-time contract if he or she is nonreengaged because of surplus as long as his or her name remains on the list of nonreengaged teachers prescribed in subclause a) of clause 5-3.35.

5-1.17 The teacher who has a part-time contract may, if he or she so agrees, be assigned additional teaching periods in the same school if the timetable of the school so permits without entailing other changes until such time as he or she acquires a full teaching load, but without changing his or her status of part-time teacher. The additional teaching periods shall be added to the part-time contract.

5-1.18 Priority of employment lists shall be updated by July 1 of each year based on the cumulative durations of the part-time contracts of each teacher whose name is registered on the lists concerned and the full-time contracts of teachers referred to in the second paragraph of subclause a) of clause 5-3.35, where applicable. Before July 31 of each year, the board shall send a copy of the lists to the union.

5-1.19 A teacher's name may be removed from the priority of employment list for one of the following reasons:

- a) who has not been granted a contract during the last three (3) years or has not been available for work except for:
  - a maternity, paternity or parental leave covered by the Act respecting labour standards (R.S.Q., c. N-1.1);
  - a disability within the meaning of the agreement;
  - a full-time position with the local union or QPAT;

- b) has refused two offers of no less than 50% in the same school year for which he or she has legal qualification or category.
- c) who has resigned during the course of an engagement
- d) Failure to make any choices on the priority preference form will result in being removed from the priority of employment list, except for reasons deemed valid by the school board and the union.

5-1.20 The particular requirements for certain posts shall be those identified by the school board as per clause 5-21.06 of the provincial entente and after consultation with the union. This shall be done two weeks prior to the beginning of the assignment and transfer process for the regular full-time teachers.

- 5-1.21 a) No later than June 15, the school board shall draw up a list of the posts to be filled. This list shall be as complete as possible with the following information:
- The regular full-time vacancies;
  - The replacement posts at 100%;
  - The replacement posts less than 100%;
  - The part-time vacancies;

Within each of the above categories, this list shall be in alphabetical order of schools and indicate the following information:

- The name of the school;
  - the category(ies);
  - the grade level or cycle and subject(s) to be confirmed by the principal on June 30;
  - the beginning and ending dates of the contract;
  - particular requirement (exigence)
- b) A list of post holders shall be transmitted to the union in order to grant contracts. This list should indicate the name, the category and the school of the post holder (as available).

- 5-1.22 a) No later than June 15, the school board shall make available on the portal the lists of the posts to be filled and the preference form<sup>9</sup>. Changes to the lists will also appear on the portal as they occur.
- b) No later than June 20, the teacher shall indicate on the preference form his or her choice(s). The teacher may choose up to 14 posts from which he or she has the category or categories from the regular full-time posts and posts from the part-time vacancies and conserved or replacement posts
- c) Teachers who wish to make themselves unavailable for one school year, must do so on the preference form and indicate the reason.

5-1.23 No later than July 15, the school board shall grant posts to teachers from the priority list, in decreasing order of years and days respecting the category(ies). As a general rule, the school board shall assign teachers to their preferred posts. Posts shall be filled in the following order:

- a) Posts shall be filled according to 5-3.36 i of the provincial entente .
- b) At the June placement meetings, the school board shall, by order of seniority, assign posts of 100% unless a teacher has requested otherwise.
- c) Only teachers who have not been placed in a post in June shall be invited to attend the placement meeting in August.
- d) Until the first day of school, if a 100% contract position opens up after the August priority pool,

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<sup>9</sup> See Appendix E for the Preference Form

it will be given to the most senior part-time teacher who has received a contract less than 100% and who has indicated wanting a 100% teaching position.

- 5-1.24 Once assignments have been completed at the June placement meeting, the union and the school board shall meet as soon as possible to review the results of the assignment process. The official assignment shall be confirmed in writing to each teacher before July 15th.
- a) If a teacher on the priority list accepts a part-time contract and, later in the process, a regular full-time post becomes available, he or she shall be assigned to that full-time post on paper but shall remain in his or her present post provided that the latter is a post at 100%. Should the part-time post not be at 100%, the teacher shall officially be transferred to the regular full-time post. Any transfer must take place before the first day of classes.
  - b) After the August priority pool, if a full time position opens up, an e-mail will be sent offering the post to the most senior teacher in the category. The teacher will have 48 hours to respond. If there is no response, the next most senior teacher will be e-mailed and offered the post.

**Section C – Engagement (subject to security of employment, priorities of employment and acquisition of tenure)**

- 5-1.25 Every teacher who is engaged by the school board must:
- a) provide proof of his or her qualifications and experience;
  - b) provide original certificates, diplomas, and degrees as well as official transcripts of marks to the school board;
  - c) provide proof of teaching or relevant experience;
  - d) produce any other information required in writing following the application for employment.
- 5-1.26 Any deliberate false declaration made to obtain a contract of engagement fraudulently, or any personal omission on the part of the teacher to comply with the provisions of clause 5-1.24 when it is possible to do so, shall constitute a reason for terminating the teacher’s contract by the school board.
- 5-1.27 The teacher must inform the school board in writing of any change of address or telephone number.
- 5-1.28 At the time of the engagement of a teacher under contract, the school board shall provide the teacher with:
- a copy of the provincial entente and local agreement when available;
  - an application form for membership in the union;
  - an application form for participation in the insurance plan or for exemption, if need be.
- 5-1.29 The school board shall provide to the union a copy of the teacher’s contract of engagement when completed within thirty-five (35) workdays from the first workday. In the case of a contract obtained under the second paragraph of clause 5-1.08 (provincial entente); the time limit shall begin as of the 41st workday,

**Section D – Consequences of refusing a regular teaching position assigned in accordance with subclause i) of clause 5-3.36**

- 5-1.30 The school board and the union may attempt to find a solution. Failing this, the teacher’s name shall be removed from the list as specified in 5-1.18 d).

**Section E – Substitution**

- 5-1.31 In the case of a teacher's absence, the substitution shall be assumed either by a teacher on availability or by a teacher assigned in whole or in part to substitution. Failing this, it shall be the responsibility of the school to call upon:
- a) a part-time teacher at the school who has a partial workload;
  - b) an occasional substitute registered on a list maintained by the school board for this purpose;
  - c) teachers of the school who have reached the maximum of their workload and who wish to do so on a voluntary basis;
  - d) if none of the foregoing is available, the other teachers of the school according to the emergency system developed at the school by the school administration, after consulting the teachers of the school. The system shall ensure each teacher equitable treatment in the distribution of substitution within the emergency system.

Except in the case where a teacher is assigned partially to substitution, the teacher shall be freed from the obligation to undertake such substitution within the emergency system as of the third consecutive day of a teacher's absence.

**5-6.00 PERSONAL FILES AND ALL ISSUES PERTAINING TO DISCIPLINARY MEASURES AND SANCTIONS EXCLUDING DISMISSAL AND NONREENGAGEMENT**

**Section A - Disciplinary Measures and Sanctions**

- 5-6.01 A disciplinary measure shall take the form of a letter of warning, reprimand or suspension. A suspension may be with or without total salary. A suspension cannot last more than twenty (20) workdays unless there is an agreement to the contrary between the school board and the union.
- 5-6.02 All disciplinary measures shall originate from the school board, the school or centre administration in accordance with the provisions of this article.
- 5-6.03 Normally, a letter of reprimand shall be issued only if it has been preceded by at least one written warning on the same subject or a similar subject.
- 5-6.04 A letter of warning, reprimand or suspension shall outline the reasons for this disciplinary measure. In the case of a suspension, the duration of the suspension shall be indicated.
- 5-6.05 Every teacher receiving a disciplinary measure shall be summoned to a meeting where the disciplinary measure shall be issued. The teacher shall receive a written notice at least twenty-four (24) hours before the meeting, specifying the subject to be discussed. Such a notice shall also be given to the union delegate. A meeting at a school shall take place following the dismissal of the teacher's students.
- 5-6.06 Every teacher summoned for disciplinary reasons is entitled to be accompanied by the union delegate or by another union representative. The union delegate, if necessary, shall be released from his or her teaching duties for the time required for the meeting with the school administration.
- 5-6.07 The letter of warning, reprimand or suspension shall be given to the teacher in question and a copy thereof shall be forwarded to the union by the school board. For the sole purpose of acknowledging that he or she knows the content thereof, the letter shall be countersigned by the teacher. If the teacher fails to countersign the letter, the union delegate or, in his or her absence, another person must sign to acknowledge the fact that a disciplinary letter has been given or sent to the teacher in question.

5-6.08 In the event the teacher does not present himself or herself at the disciplinary meeting, the countersigned letter shall be sent to the teacher in question by registered or certified mail, by fax, or delivered by hand or bailiff.

### **Section B - Personal File**

5-6.09 Only a disciplinary letter countersigned under clause 5-6.07 may be placed in the teacher's personal file.

5-6.10 Within fifteen (15) working days of receiving a letter of warning, reprimand or suspension, the teacher may make written comments he or she feels are relevant to the disciplinary measure and have such comments entered in his or her personal file.

5-6.11 Every letter of warning entered in the teacher's personal file shall become null and void one hundred (100) workdays after the date on which it is issued unless it is followed by a disciplinary measure on the same subject or a similar subject within that period.

5-6.12 Every letter of reprimand placed in the teacher's personal file shall become null and void two hundred (200) workdays after the date on which it is issued unless it is followed by a disciplinary measure on the same subject or a similar subject within that period.

5-6.13 Every letter of suspension placed in the teacher's personal file shall be withdrawn from the said file three hundred (300) workdays after the beginning of the suspension unless it is followed by a disciplinary measure on the same subject or a similar subject within that period.

5-6.14 In the case of a subsequent disciplinary measure within the time period prescribed in clauses 5-6.11, 5-6.12 or 5-6.13, the expiry date of the first measure shall automatically be carried forward to the expiry date of the second measure.

5-6.15 For the purposes of the periods prescribed in clauses 5-6.11 to 5-6.13, the teacher must have been at work in the employ of the school board for at least half of those days. However, the balance of the days necessary to complete the period prescribed may be workdays or a leave. A parental leave or a leave caused by circumstances beyond the teacher's control shall be counted as workdays.

5-6.16 Any disciplinary letter that has become null and void shall be returned to the teacher. The comments entered under clause 5-6.10 shall also become null and void and shall be returned to the teacher at the same time as the disciplinary letter to which the comments refer.

5-6.17 Upon prior notification of at least forty-eight (48) hours and at any time during the school board's regular office hours, the teacher accompanied or not by a union representative, may consult his or her personal file on the condition that he or she provide proof of his or her identity, if necessary. Subject to the same conditions, a union representative, with the teacher's written permission, may consult the teacher's personal file.

5-6.18 The only evidence that may be used against a teacher during arbitration shall be that found in the teacher's personal file in accordance with this article.

5-6.19 Pursuant to article 9-2.00, the union may contest both the grounds and the procedure for a disciplinary measure defined in clause 5-6.01.

### **5-7.00 DISMISSAL**

5-7.01 The school board may only terminate a teacher's contract of engagement for one of the following reasons: incapacity, negligence in the performance of his or her duties, insubordination, misconduct or immoral behaviour.

5-7.02 The school board or the school administration may relieve the teacher temporarily of his or her duties.

The school board will determine if it is with or without total salary.

- 5-7.03 The teacher and the union shall be informed in writing by registered or certified mail, by fax or delivered by hand or bailiff of:
- a) the school board's intention to terminate the teacher's engagement;
  - b) the date on which the teacher was or will be relieved of his or her duties;
  - c) the basic facts, for information purposes, and the reasons supporting the intention to dismiss the teacher, without prejudice. No objection may be based on the insufficiency of the facts provided.
- 5-7.04 As soon as the union is informed, it may investigate and make the representations it deems necessary.
- 5-7.05 A teacher's contract of engagement may only be terminated between the fifteenth (15th) and the thirty-fifth (35th) workday from the date on which the teacher was relieved of his or her duties, unless the school board and the union agree in writing on an extension of the time limit. The contract may be terminated only after deliberations at a meeting of the council of commissioners or of the school board's executive committee.
- 5-7.06 At least twenty-four (24) hours before the meeting is held, the union shall be notified of the date, time and place where the decision to terminate or not the engagement shall be made. The union and the teacher concerned may intervene and be present during the vote at the public meeting. The union and the school board shall determine the terms and conditions of the intervention.
- 5-7.07 Within three (3) workdays of the school board's decision, the school board shall send a notice to the teacher and the union, by registered or certified mail, or delivered by hand or bailiff of its decision to terminate or not the teacher's contract of engagement and, as the case may be, of the date on which the teacher resumed or is to resume his or her duties.
- 5-7.08 If the school board does not terminate the contract of engagement within the time limit prescribed, the teacher shall regain all his or her rights, including total salary, as though he or she had never been relieved of his or her duties.
- 5-7.09 In the case where criminal action is taken against the teacher, and the school board considers that the nature of the accusation causes it serious prejudice as the employer, it may relieve the teacher of his or her duties without total salary until the conclusion of his or her trial. The time limit prescribed in clause 5-7.05 shall begin as of the date on which the teacher informs the school board that he or she has received a judgement; such notification shall be given within twenty (20) days of the date on which the judgement was issued.
- 5-7.10 The school board agrees not to invoke the absence of legal qualifications to terminate the contract of a teacher engaged as such.
- 5-7.11 Should the union wish to submit a grievance, it shall do so in accordance with article 9-2.00.
- 5-7.12 The arbitrator hearing the grievance shall decide whether the procedure prescribed for the dismissal was followed and whether the reasons given by the school board in support of such a dismissal constitute one of the reasons for termination specified in clause 5-7.01.

The arbitrator may modify or annul the school board's decision, if the procedure prescribed was not followed or if the reasons for the dismissal are not justified or do not constitute sufficient cause for dismissal, may order that the teacher in question be reinstated in his or her duties and may determine, if need be, the amount of the compensation to which he or she is entitled.

**5-8-00 NONREENGAGEMENT**

- 5-8-01 This article shall apply to regular teachers only.
- 5-8.02 The school board may decide to nonreengage a teacher only for one of the following reasons: incapacity, negligence in the performance of his or her duties, insubordination, misconduct, immoral behaviour and surplus of personnel within the framework of article 5-3.00.
- 5-8.03 The union shall be informed no later than May 15th of each year, by means of a list to this effect, by registered letter or certified mail, by fax, or delivered by hand or bailiff, of the school board's intention not to renew the engagement of one or more teachers. The school board shall also forward such notice to the teacher concerned. However, this clause shall not apply to nonreengagement because of a surplus of personnel within the framework of article 5-3.00.
- 5-8.04 As soon as the union receives the list, it may investigate and make the representations it deems necessary.
- 5-8.05 At least twenty-four (24) hours before the meeting is held, the union shall be notified of the date, time and place where the decision regarding the nonreengagement shall be made. The union and the teacher concerned may intervene and be present for the vote during the public meeting. The school board and the union may determine the terms and conditions of the intervention.
- 5-8.06 The school board shall, before June 1 of the current school year, send a written notice, by registered letter or certified mail, by fax, or delivered by hand or bailiff to the teacher concerned and the union of its decision not to renew the engagement of the teacher for the following school year. The notice must contain the reason or reasons justifying the school board's decision.
- A decision concerning a nonreengagement may be made at a meeting of the council of commissioners or of the school board's executive committee only.
- 5-8.07 The union may, if it claims that the procedure provided for in this article was not followed, submit a grievance to arbitration in accordance with article 9-2.00.
- 5-8.08 The union may, if it contests the reasons given by the school board, submit a grievance to arbitration in accordance with article 9-2.00, but only if the teacher has been in the employ of a school board, a school administered by a government ministry or another educational institution designated by the Minister, in which he or she held, with the same employer, a pedagogical or educational position<sup>10</sup> for two (2) periods of one hundred and sixty (160) workdays or more or, if there was a change in employer, three (3) periods of one hundred and sixty (160) workdays. Each period falls in a distinct year of engagement included in a continuous period not exceeding five (5) years.
- 5-8.09 The arbitrator hearing the grievance shall decide whether the procedure prescribed for the nonreengagement was followed and, where applicable, whether the reason or reasons given by the school board in support of the nonreengagement constitute one of the reasons for nonreengagement mentioned in clause 5-8.02. The arbitrator may annul the school board's decision if the procedure prescribed was not followed, or if the reason or reasons for Nonreengagement are not well-founded or do not constitute sufficient cause for nonreengagement, may order that the teacher in question be reinstated in his or her duties and may determine, if need be, the amount of the compensation to which he or she is entitled.
- 5-8.10 The lack of legal qualifications may not be invoked against a teacher who has met, within the time limits prescribed, the conditions set for obtaining such legal qualifications but who has not produced the required documents due to an administrative delay not attributable to him or her.

## **5-9.00 RESIGNATION AND BREACH OF CONTRACT**

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<sup>10</sup> Within the meaning of the Règlement définissant ce qui constitue une fonction pédagogique ou éducative aux fins de la Loi sur l'instruction publique (L.R.Q., 1981, c. I-14, r.9) in effect on June 30, 1989.

### **Section A - Resignation**

- 5-9.01 The teacher shall be bound by his or her contract of engagement for the duration specified therein. However, the teacher may resign from the school board without penalty fifteen (15) workdays after notifying the school board. The teacher may resign prior to the expiry of the time limit, provided the school board engages a replacement for the teacher. In the case of a resignation submitted between June 15 and the first workday of the school year, the time limit is fifteen (15) days.

### **Section B - Breach of Contract**

- 5-9.02 When a teacher does not report to the school or centre administration or does not assume the duties to which he or she is assigned and fails to give valid reasons for the absence within five (5) workdays from the beginning of the absence, the absence and failure to give valid reasons constitute a breach of contract, retroactive to the date of the beginning of the absence. There is no breach of contract if the teacher does not give valid reasons within the time limit prescribed due to physical or mental incapacity or due to circumstances beyond his or her control, proof of which shall be the responsibility of the teacher.
- 5-9.03 A teacher who is on a leave without salary that terminates at the end of a school year and who fails to give notice of his or her intention to resign within the time limit specified in clause 5-9.01 shall be considered as returning to work, unless the teacher was already in breach of contract as described in clause 5-15.11. However, the teacher who does not return to his or her position on the first workday of the school year during which he or she must return to work shall be in breach of contract.
- 5-9.04 The fact that a teacher uses his or her leave of absence without salary for purposes other than those for which he or she obtained it may constitute a breach of contract as of the beginning of the leave, unless there is an agreement between the teacher and the school board.
- 5-9.05 Failure on the part of a teacher to signify, under clause 5-7.09, that a judgement has been rendered in his or her case within the time limit specified in that clause shall constitute a breach of contract by the teacher, commencing from the date on which he or she has been relieved of his or her duties.
- 5-9.06 In the case of a breach of contract within the meaning of clauses 5-9.02, 5-9.03, 5-9.04 or 5-9.05, the contract shall not be terminated automatically. Such a breach of contract shall constitute a reason for dismissal and shall have the effect of allowing the school board to terminate a teacher's contract of engagement according to the procedure prescribed in clauses 5-7.03, 5-7.04 and 5-7.06.
- 5-9.07 Such termination is retroactive to the date specified in clauses 5-9.02 to 5-9.05.
- 5-9.08 Such a breach of contract cannot have the effect of cancelling the payment to a teacher of any amount owing under the agreements.

### **5-11.00 REGULATIONS REGARDING ABSENCES**

- 5-11.01 Except in cases where it is clearly impossible to do so, in all cases of absence, the teacher concerned shall notify the school administration of his or her departure and return according to the procedure established by the school board. The notification procedure may also be established by the school administrator in consultation with the school council for the school concerned when the school board's system is inoperable or due to timing constraints unusable.
- 5-11.02 Upon return from an absence, the teacher shall sign the certificate of absence portion of the form<sup>11</sup> provided by the school board.
- 5-11.03 The requirement of a teacher reporting to and being present in his or her school shall be waived

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<sup>11</sup> See Appendix G for the Absence Form

only if one or other of the following conditions applies:

- 1) Closure of the teacher's school by the school board due to inclement weather: it shall be the teacher's responsibility to assure himself or herself of the fact that his or her school has been declared closed to pupils by the school board;
- 2) Closure of an entire school to pupils by the school administration for reasons which cause the building to be uninhabitable, when the pupils are already present in the school:

in arriving at this decision the school administration, if circumstances are such as to allow for it, shall consult the chairperson of the school council. Teachers shall remain on duty until the dismissal of the pupils has been completed to the satisfaction of the school administration.

- 5-11.04 The contesting by the school board of the reason provided by the teacher by virtue of clause 5-11.02 shall occur within fifteen (15) working days following the date upon which the teacher has submitted the reason for absence. Failure of a teacher to give his or her reasons shall result in a salary deduction equivalent to the duration of the absence in question.

In the case where the school board contests a medical certificate, the delay foreseen in the preceding paragraph shall not begin until the submission of the said certificate. This clause shall not apply in the event of the school board proceeding by virtue of clause 5-9.02 (breach of contract).

In any case where the school board contests the reason for an absence, the union shall receive a copy of the request.

- 5-11.05 A teacher requested to produce a medical certificate by virtue of clause 5-10.24 (provincial entente) shall be granted a half-day leave of absence without loss of salary if it is necessary for the teacher to make an appointment with his or her doctor in order to obtain the medical certificate. This clause shall not apply in the case of absences due to illness or accident of five (5) or more days.

- 5-11.06 If, after a teacher has received at least one (1) written notice because he or she has been absent from meetings authorized by the school administration by virtue of the provisions of clause 8-8.05 Sections B and C, without reason acceptable to the school board, the teacher may be subject to a sick day deduction equivalent to the length of the meeting or a salary cut if all sick days are exhausted.

## **5-12.00 CIVIL RESPONSIBILITY**

- 5-12.01 This article also applies to casual supply teachers, teachers-by-the-lesson and hourly paid teachers.

- 5-12.02 The school board shall undertake to assume the case of every teacher whose civil responsibility might be at issue during the actual performance of his or her duties during the workday, or outside the workday when the teacher is carrying out activities specifically authorized by the school administration. The school board agrees to make no claim against the teacher in this respect, unless the teacher has been found guilty of serious fault or gross negligence by a court of law.

- 5-12.03 As soon as the legal responsibility of the school board has been established by a court of law, the school board shall indemnify every teacher for the total or partial loss, theft or destruction of personal belongings which by their nature are normally used in or brought to school, unless the teacher has shown gross negligence which has been established by a court of law. However, in the case of theft due to breaking and entering, or of destruction due to acts of God, such as a fire, the school board shall indemnify the teacher even if its legal responsibility has not been established. In the event that such loss, theft or destruction is already covered by insurance held by the teacher, the compensation paid shall be equal to the loss actually incurred by the teacher.

**5-14.02 SPECIAL LEAVES (Local Arrangement)**

The following is the local arrangement between the school board and the union regarding the distribution of the eight (8) days of special leave granted by virtue of clause 5-14.01 of the provincial entente. It shall therefore replace clause 5-14.02 of the provincial entente and shall be in force until a new provincial entente comes into force.

DEFINITIONS: For the purposes of this clause:

- IMMEDIATE FAMILY shall mean: child, step-child, spouse, parent, brother, sister, grandchild; also any person permanently domiciled in the house of the teacher.
- EXTENDED FAMILY shall mean: parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, aunt, uncle, niece, nephew.

A teacher shall be granted an annual maximum of:

- a) five (5) consecutive workdays for death in the immediate family. Up to two (2) more days may be used in case of required travel when more than 500 km. Two (2) of the five (5) days may be used at a later date for burial, memorial service, estate settlement, etc. If a second death occurs, up to three (3) days of any days remaining of the eight (8) days may be taken;
- b) five (5) consecutive workdays for the marriage of the teacher, provided that such a leave does not extend the Christmas break, the Spring break or the summer vacation;
- c) four (4) days for urgent personal business to cover the events listed below which oblige the teacher to be absent from work:
  - a maximum of one (1) day per school year for:
    - i) graduation from university in the immediate family, including the teacher – the day of the event;
    - ii) a moving day (for the purposes of moving his or her furniture or personal effects to a new domicile) – the day of the event. A change of address notification must be attached to the absence certificate (OER);
    - iii) the teacher becoming a Canadian citizen – the day of the event;
    - iv) an unavoidable circumstance such as fire, flood, disaster, etc. which obliges the teacher to be absent from work.
    - v) medical appointment – required specific tests, a specialist consultation, or a day surgery for the teacher or a member of the immediate family. A medical certificate may be requested by the administration;
    - vi) other medical reasons – can be taken only when all annual sick days have been used. A medical certificate may be requested by the administration;
    - vii) urgent confidential business, must not extend a holiday.
- d) up to three (3) workdays where the critical illness of a member of the teacher's immediate family requires his or her presence during working hours at either the medical institution or the domicile where the critically ill person is being tended to. A medical certificate shall be provided which demonstrates the need for the presence of the teacher during working hours. If used for a surgical procedure, it is for the day of the surgery only when there is general anaesthetic involved. These days may also be used to visit a care facility with a view to placement. Appropriate documentation may be required.
- e) one (1) more day for other medical reasons can be taken only when the days under clauses 5-14.02 c) v) and vi) and 5-14.02 d) have been used.

- f) three (3) consecutive workdays for a death in the extended family - two (2) of the three (3) days may be used at a later date for burial, memorial service, estate settlement; up to two (2) more days may be used in case of required travel when more than 500 km.
- g) a maximum of three (3) workdays for the observance of the following religious Holy Days provided the teacher is an active follower of that religion, and providing that he or she has notified the school administration in writing within one (1) week of the first (1<sup>st</sup>) working day or the signing of this clause, using the authorized form<sup>12</sup> available in his or her school office:
  - Jewish Faith: Rosh Hashanah, Yom Kippur;
  - Eastern Orthodox Christian - Julian Calendar: Christmas Day, Good Friday;
  - Eastern Orthodox Christian - Gregorian Calendar: Feast of Annunciation, Good Friday;
  - High Holy Days of other recognized organized religions to which the teacher can prove affiliation.
- h) one ( 1) day for a marriage or civil union in the immediate family.
- i) one (1) day for the birth of a grandchild.
- j) the day of the baptism (similar religious event) of a child in the immediate family;

Where a clause indicates consecutive workdays, this type of leave can only be used once per school year – it cannot be taken one (1) day at a time with the exception of items a) and f) above.

A teacher making use of special leaves shall provide the school administrator with as much advance warning as possible. An advance notice of a minimum of twenty-four (24) hours shall be given except in emergencies.

Specific reasons for the absence shall be provided on the absence certificate by the teacher except for the one (1) day allotted for urgent confidential business.

All special leave days may be utilized as either half days or full days only.

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

**Section A – Full Time Leaves**

5-15.01 Every regular tenured teacher, after five (5) years of service, shall be entitled to apply, prior to March 30, for a leave of absence without pay for a specified period not exceeding one (1) year for one of the reasons listed below. Such leaves shall not constitute part of the quota established in either clause 5-15.03 or clause 5-15.12.

5-15.02 The school board shall grant upon written request, a leave of absence without pay for a specified period not exceeding one (1) contractual year for any one of the following reasons:

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<sup>12</sup> See Appendix H for Observance of Religious Holidays Form

- a) following the death of the teacher's spouse, parent, or child;
- b) in the case of an extended illness following the exhaustion of all sick leave benefits;
- c) in the case of distressful family circumstances such as serious illness of a child, spouse or parent.
- d) In the case where the teacher's spouse has been transferred for a limited and predetermined length of time not exceeding two (2) years, the request of the teacher for an extension of the leave of absence may be granted.

5-15.03 The school board shall grant upon written request a leave of absence without pay for full-time study for the following school year for a specified period not exceeding one (1) contractual year.

- a) All requests for a leave of absence by virtue of this clause must have been received by the Director of Human Resources on or before March 15 of the current school year.
- b) The leaves of absence referred to in this clause shall be granted by April 30 of the current school year.
- c) The total number of teachers who may benefit from this clause shall not exceed 2% of the total number of full time equivalent teaching posts.
- d) In the event that more than the quota of requests are received, the order of precedence shall be established on a seniority basis or on a basis mutually agreed upon by the union and the school board.

5-15.04 The school board may, at any time, but never later than two (2) months following the return to duty, require the teacher to substantiate the reasons for a leave of absence foreseen in clauses 5-15.02 and 5-15.03.

5-15.05 The school board may not refuse a full-time leave without salary, either for the entire school year or to complete the school year, provided that the leave begins on or prior to October 15, if the granting of such leave permits the school board to reduce the number of teachers assigned to regular substitution (clause 5-3.19 of the provincial entente) or to recall a teacher placed on availability.

Moreover, the school board may not refuse to consider a request for a part-time leave without salary provided that this permits the school board to use the services of a teacher on availability. The terms and conditions relating to the obtaining of such a leave shall be agreed upon beforehand by the school board and the teacher. Furthermore the school board may grant a full or part-time leave of absence in order to use the services of a teacher on availability from another school board for the duration of that leave.

5-15.06 The teacher on leave of absence without pay by virtue of this article, who wishes to return to service with the school board for the following school year shall so notify the Director of Human Resources in writing on or before March 30th. Failure to meet the deadline may result in a reassignment.

5-15.07 The request to renew every leave of absence without pay by virtue of this article shall be made in writing and shall clearly establish the reasons supporting it. The request shall be received by the Director of Human Resources on or before March 30th.

5-15.08 The following provisions shall apply in accordance with the provincial entente:

- a) The teacher during his or her absence on leave of absence without pay shall retain the years of experience and continue to accumulate years of seniority that he or she held in accordance with this agreement, at the time of his or her departure.
- b) However, if the leave of absence without pay is for the purpose of full-time study, or to teach in another educational institution such as the DND, CUSO, etc., the years of experience and years

of seniority of the teacher shall continue to accumulate. Proof of experience and/or full-time study must be provided prior to experience counting for salary purposes.

- c) He or she shall also be entitled:
- i) to be considered for promotion;
  - ii) to participate in the death and health benefit plan provided for in article 5-10.00 of the provincial entente on the condition of paying in advance the full amount of the required premium including the school board's share, prior to July 15th of the school year of the leave.

5-15.09 In the case of a resignation during or at the end of a leave of absence without pay by virtue of clauses 5-15.01, 5-15.02, and 5-15.03 the teacher shall reimburse every sum paid by the school board for and in the name of the said teacher during his or her leave of absence.

5-15-10 Unless there is a written agreement to the contrary between the teacher and the school board, the use by the teacher of his or her leave of absence for a purpose other than that for which it was granted, may constitute a breach of contract.

5-15-11 In a case of a teacher whose subsequent request for a leave of absence has been refused, he or she shall advise the school board in writing by June 30th if he or she wishes to resign or return to work for the following school year. Failing to respect this deadline, shall place a teacher in a breach of contract immediately. The post will be listed at the August placement meeting.

#### **Section B – Part-Time Leaves**

5-15.12 Each year there shall be available part time leaves of absence. Such leaves shall be granted by April 30, or when the school board is satisfied that the needs of the pupils affected will be met. Requests for such leaves must have been received by the Director of Human Resources on or before March 15 of the current school year. The number of leaves granted shall not exceed 3% of the full time equivalent teaching posts.

5-15.13 The reasons for granting these leaves of absence shall be:

- a) part-time studies;
- b) job sharing between two teachers;
- c) care of a dependant child under the age of six (6) years;
- d) any other reason deemed valid by the school board.

5-15-14 A teacher benefitting from this part-time leave of absence without pay has the right to a full-time teaching position during the current school year, only if his or her full-time return can be accommodated.

5-15.15 The provisions of clauses 5-15.06, 5-15.07, 5-15.08 and 5-15.10 of this article shall also apply to teachers benefitting from a part-time leave of absence without pay by virtue of clause 5-15.12.

5-15.16 A part-time leave of absence without pay by virtue of clause 5-15.12 may be renewed by the school board at the request of the teacher.

5-15.17 In the case of a resignation during the school year which is accepted by the school board or a resignation at the end of a school year by a teacher on a part-time leave of absence without pay by virtue of clause 5-15.12, the teacher shall reimburse every sum paid by the school board for and in the name of the said teacher during his or her leave of absence.

5-15.18 The distribution of pedagogical days to be worked for the teacher referred to in clause 5-15.12 shall be

agreed upon by the school administrator and the teacher<sup>13</sup>. If by September 30<sup>th</sup>, there is no agreement, the union and the school board will meet to resolve it.

5-15.19 Notwithstanding the above, the school board may grant a teacher a leave of absence without pay for part of the school year for reasons which it deems valid.

**5-16.00 LEAVES OF ABSENCE FOR MATTERS RELATED TO EDUCATION**

5-16.01 The teacher who is invited to give lectures on educational matters or to take part in activities (seminars, pedagogical committees, conventions, symposiums, pedagogical study sessions) dealing with education may, after having obtained the prior approval of the school board, benefit from a leave of absence without loss of salary, with the rights and benefits the teacher would have received under this agreement had he or she actually been in the service of the school board.

5-16.02 Clauses 5-16.03 to 5-16.05 apply to a teacher called upon to participate in an exchange program with other school boards in Quebec, Canadian provinces or foreign countries within the scope of an agreement concluded between the school board, the Government of Canada or the Government of Quebec and another school board, a foreign government or another provincial government.

5-16.03 The teacher called upon to participate in an exchange program as described in clause 5-16.02 shall, for the duration of the exchange, obtain a leave of absence without loss of salary, with the rights and benefits, excluding chapter 8-0.00, that the teacher would have received under this agreement had he or she actually been in the service of the school board.

5-16.04 The provisions of clause 5-16.03 apply to the preparation and evaluation meetings required for the exchange program.

5-16.05 Upon his or her return, the teacher shall be assigned duties in accordance with the provisions of this agreement.

**5-18.00 TEACHER'S CONTRIBUTION TO A SAVINGS OR CREDIT UNION**

5-18.01 The union shall notify the school board of its choice of a single savings institution or credit union for its members. It shall forward to the school board a standard deduction authorization form.

5-18.02 The school board shall cooperate in facilitating this operation.

5-18.03 Thirty (30) days after the savings institution or credit union has sent the authorizations to the school board, the latter shall deduct from each payment of salary of the teacher who has signed an authorization for such purpose the amount he or she has indicated as a deduction for deposit in the savings institution or credit union.

5-18.04 Thirty (30) days after a teacher has sent a written notice to this effect, the school board shall cease to deduct the teacher's contribution to the savings institution or credit union.

5-18.05 Amounts thus deducted at source shall be forwarded to the savings institution or credit union concerned within eight (8) days of their deduction.

5-18.06 The list of changes to be made in deductions shall be issued only between October 1st and 31st and between the first and the last day of February of each year.

**5-21.00 ASSIGNMENT AND TRANSFER**

**5-21.10 Section B - Assignment and Transfer Procedures Subject to Criteria Negotiated and Agreed**

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<sup>13</sup> See Appendix F Workload Form for Teachers

### Upon at the Provincial Level

In applying these procedures, the school board shall combine part-time posts to create full-time posts where possible.

A teacher shall be placed in the category in which the major portion of his or her teaching is provided. If a teacher provides a major portion of his or her teaching in more than one (1) category, he or she shall indicate a choice among the major categories. (see Appendix II of the provincial entente)

For the purpose of application, the following definitions apply:

- a) transfer – refers to a change in the teacher’s school
- b) assignment – refers to a teacher’s school and category
- c) re-assignment – refers to a change in category

Such changes may be permanent or for one year only. In either case, the appropriate form<sup>14</sup> shall be completed by the teacher(s).

- 5-21.11
  - a) No later than February 15, the school board and the union shall meet to finalize the general staffing timeline.
  - b) No later than the date determined in the timeline, approximately March 31, a written request for a voluntary reassignment or a voluntary transfer shall be completed on the portal. A list of these requests shall be given to the union.
  - c) No later than the date determined in the timeline, approximately March 20, the school administration shall ask all regular teachers to express in writing their assignment preference for the following year. These assignment preferences shall be received by the school administration according to the staffing timeline, and shall be taken into account when the provisional assignments in a school are determined for the following school year.
  - d) Should a teacher’s request for transfer be denied, the school board shall inform said teacher in writing by June 15.
- 5-21.12
  - a) No later than the date determined in the timeline, approximately February 28th, the school board shall determine the categories, after consultation with the union.
  - b) The teacher shall be placed in the category in which the major portion of his or her teaching is provided. If the teacher provides an equal portion of his or her teaching in more than one category, he or she shall indicate a choice among the major categories no later than the date determined in the timeline, approximately February 28.
  - c) The teacher shall be deemed assigned to the school where he or she provides the major portion of his or her teaching. If the teacher provides an equal portion of his or her teaching in more than one school, he or she shall indicate a choice of school no later than the date determined in the timeline, approximately February 28.
- 5-21.13
  - a) No later than the date determined in the timeline, approximately March 20, a draft seniority list shall be provided to every school and to the union.
  - b) No later than the date determined in the timeline, approximately March 31, the seniority list shall be verified, signed by each teacher, returned by the school administration to the school board and

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<sup>14</sup> See Appendix I(a) for the Transfer Application (voluntary, excess)

corrected if necessary.

- c) No later than the date determined in the timeline, approximately April 10, the official list shall be posted in the schools by the school board and forwarded to the union.

5-21.14 The following provisions shall apply after the determination of school board excess by virtue of clauses 5-3.10 and 5-3.11 of the provincial entente and after the determination of school excess by virtue of clauses 5-3.12 and 5-3.13 of the provincial entente.

- a) Any tenured teacher who is classified in the same category as another teacher declared excess to that school but not to the school board, may substitute for that teacher in excess with the agreement of the latter. In this case, a letter shall be signed by both parties and filed with the Department of Human Resources and the union. Should more than one (1) teacher wish to substitute, priority shall be given to the teacher with the most seniority.
- b) No later than May 1, each teacher who is declared excess (school board and school level) shall be informed in writing.
- c) No later than the date determined in the timeline, approximately May 8, the school board shall make available to all teachers, electronically, the following information:
- i) a list of all known full-time vacancies;
  - ii) a list of full-time conserved post
  - iii) a list of posts held by teachers declared excess to the school board;
  - iv) an Excess Teacher Assignment Preference form <sup>15</sup>
  - v) changes to the above as they occur.

The union shall be provided with a copy of the original lists and any changes as they occur.

- d) No later than the date determined in the timeline, approximately May 17, the teachers who are subject to a transfer shall express their preferences, in writing to the school board, from the needs specified on the lists.
- e) At the same time, a teacher who requested a voluntary transfer or voluntary reassignment within the deadline, approximately March 31, may indicate preferences from the list of posts available, keeping in mind that teachers declared school excess shall have priority. However, the school board shall consider the request for transfer prior to that of teachers referred to in paragraph f).
- f) No later than the date determined in the timeline, approximately May 17, teachers who have not already done so and who wish to apply for a voluntary transfer at this stage, may also indicate preferences.

5-21.15 a) For each category, the school board shall fill positions from among excess teachers, taking into account the assignment criteria, respecting the seniority and considering the preferences of teachers. In filling such needs, priority shall be given to those teachers who are declared excess to the school.

- b) To facilitate the reduction of excess teachers, the school board may decide to grant voluntary transfers or voluntary reassignments. The teacher who applied for a voluntary transfer or a voluntary reassignment shall have the right to refuse a position offered by the school board, other than those positions requested by the teacher, within twenty-four (24) hours of the offer being made.

- c) No later than the date determined in the timeline, approximately June 1, the school board shall

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<sup>15</sup> See Appendix J for the Excess Teacher Assignment Preference form

inform, in writing, the excess teacher and the teacher whose request for a voluntary reassignment or transfer has been granted, of the name of the school to which he or she is transferred for the following year, as a result of this process.

- d) Voluntary transfers and voluntary reassignments may be granted by the school board up to October 15. In this case, the school board shall consult the teacher, then, confirm in writing, that the transfer has occurred. The teacher shall approve the transfer.

#### 5-21.16 Right of Return

If a vacancy occurs in a category between June 1 and the first day of class of the following school year in a given school, the excess teacher in this category with the most seniority who had expressed his or her intention on the appropriate transfer form<sup>16</sup> shall be given the choice of returning to his or her school of origin. If the teacher chooses not to return to his or her school of origin, the second teacher with the most seniority who had expressed his or her intention shall exercise the right to return and so on.

- 5-21.17 By June 25th at the latest, the administration of an elementary school shall inform the teacher, in writing, of their provisional assignment (subjects, levels, specialties) for the following school year.

During the month of June, the administration of a secondary school shall inform the teacher, in writing, of their provisional assignment (subjects, levels, specialties) for the following school year.

The teacher shall be notified of any modification made to his or her provisional assignment. The teacher shall receive in writing his or her official assignment on the first day of the following school year.

- 5-21.18 The teacher's school and category shall not be changed after October 15 without the written consent of the teacher.

### **6-8.00 PAYMENT OF SALARY**

- 6-8.01 a) Statements of earnings and deductions shall be distributed to each employee with each payment foreseen by clause 6-7.01 (provincial entente). Moreover, should there be a change in the pay slip of one or more groups of teachers, they shall be so notified. Within five (5) days of hiring a teacher, provided that the teacher has submitted a completed employee kit, the in-school administrator shall forward the transaction form to the regional director. The teacher shall receive a copy of the transaction form. The teacher's contract with the terms of the engagement shall follow and shall be signed by either the Director of Human Resources or the Director General.

- b) When a retroactive salary payment is made, the teacher shall receive a detailed statement of how the salary for the retroactive period was calculated, in addition to the amount of salary that was actually paid and the amount of retroactivity.

- c) All pay vouchers will be issued electronically.

- 6-8.02 a) Any money due to the teacher, not provided for in clause 6-7.01 (provincial entente), including disability benefits provided for in clause 5-10.32 (provincial entente), the monetary value of the balance of redeemable sick days as provided for in clause 5-10.26 f) (provincial entente), the monetary compensation for classes over the maximum as provided for in clause 8-4.01 f) (provincial entente.), as well as any amount due to a teacher who leaves the employ of the school board at the end of the school year, shall be payable no later than July 31 following the end of the school year for regular teachers.

- b) In the case of any miscellaneous money due to the teacher by virtue of paragraph a) above not provided for in clause 6-7.01 (provincial entente), the statement of earnings and deductions shall

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<sup>16</sup> See Appendix I(a) for the Transfer Application (voluntary, excess)

be available electronically for employees and mailed to others no longer in the system.

6-8.03 The total salaries of teachers provided for in clause 6-7.01 (provincial entente), and the monies provided for in clause 6-8.02, shall be deposited at any bank, credit union or trust company of the teacher's choosing at no cost to the individual teacher.

6-8.04 Teachers who leave the employ of the school board during the school year shall be entitled to receive all monies owed to them within twenty-one (21) days of their departure.

6-8.05 If there is an adjustment in payment, the school board shall inform the teacher. The teacher and the school board shall agree on the method of readjustment and the number of pay periods affected.

If the teacher owes the school board money, the amount deducted per pay period cannot exceed 10% of the amount owed unless otherwise agreed upon by the union the school board.

If the school board owes the teacher money, the amount shall be paid within the next payroll date unless other arrangements have been made.

6-8.06 When payment for oversized classes is not done on a monthly basis, the payment of monies due to oversized classes by virtue of the provincial entente shall be made in two (2) instalments. The first instalment shall be paid by the last pay of February, based upon the amounts due from the beginning of the school year until the 100th school day. The final instalment shall be paid by July 31st following the end of that school year, based upon the amounts due for the period from the 101st day to June 30<sup>th</sup>.

A copy of the Teacher Compensation Form shall be signed and retained by the teacher.

#### **8-5.00 DURATION OF WORKING TIME**

8-5.01 The teacher's work year shall begin prior to September 1st and end no later than June 30th of the same year in order to incorporate clause 8-5.02 a) and b).

#### **8-5.02 Distribution in the Calendar Year of the Workdays Within the Work Year Excluding the Determination of the Number of Workdays and Period Covered by the Work Year.**

a) The teacher's work year shall consist of 200 workdays, with 181 days of instruction and 19 pedagogical days.

b) The calendar applicable to all schools shall incorporate the following provisions:

- i) nineteen (19) pedagogical days of which three (3) shall be in-school pedagogical days whose placement within the school calendar shall be determined by each school.
- ii) of the remaining sixteen (16) pedagogical days, three (3) shall be prior to the first instructional day for the students, one (1) shall be guaranteed as a school board wide Special Needs Committee day, one (1) shall be guaranteed as an I.E.P. day and one (1) shall be guaranteed as a Regional Day for Board initiated professional improvement.
- iii) the Christmas break shall consist of a minimum of ten (10) working days and the Spring break of a minimum of five (5) working days.
- iv) two calendar options will include a Spring break of a minimum of five (5) consecutive workdays.
- v) no parent-teacher interviews can be scheduled during the QPAT convention.

8-5.03 Pedagogical days can only be lost for school board wide school closures due to inclement weather. Any school day lost that will bring the number of school days to less than 180 days shall be made up by a loss of a pedagogical day.

8-5.04 The school board shall meet with the union prior to March 1, to set the calendar of the school year two (2) years hence including the setting of the Special Needs Day, the I.E.P. Day and the Regional Day as

referred to in 8-5.02 b) ii).

## **8-6.00 WORKWEEK**

### **8-6.06 Terms and Conditions for the Distribution of Working Hours**

#### **Section A – Components of Presence**

For the Youth Sector

Presence shall include the time allocated for the following:

- a) the teaching and related services provided directly to pupils (clause 8-7.02 a) to d), provincial entente);
- b) assigned supervision time (according to clause 8-11.07);
- c) the parameters of the workday (Section B clause 8-6.06);
- d) emergency substitution (clause 5-1.31);
- e) professional meetings called by the school administration (e.g. curriculum, referrals, organizational issues) (clause 8-8.04, Section A);
- f) any assigned preparation periods are part of the 32 hours of presence;
- g) any periods of time, during the pupil day, of less than thirty (30) minutes for which the teacher has no assigned duties;
- h) the amount of time estimated by the itinerant teacher and the school administrations concerned, to cover the traveling time and dislocation involved.

Furthermore,

- i) participation in the governing board shall be recognized as one (1) hour of presence time each week.
- j) participation in the Staff Council shall be recognized as one (1) hour of presence time each week

*For the Vocational Education Sector see clause 13-15.08*

#### **Section B – Parameters of the Workday**

- a) The teacher's workday shall begin no earlier than 8:00 A.M. or end no later than 5:00 P.M. The exceptions shall be:
  - whenever the majority of the teachers of a school agree to a start earlier than 8 :00 A.M.;
  - group meetings or parent-teacher meetings (clause 8-8.04);
  - specific calendar requirements (clause 8-6.02 b) provincial entente)
- b) Before the adoption of the transportation plan by the Council of Commissioners, the school board verifies with the union the conformity of the beginning and the end of the teachers' workday.
- c) In determining the teachers' workday, no teacher shall be required to be in school more than fifteen (15) minutes prior to the beginning of his or her duties assigned by virtue of clause 8-7.02

(provincial entente) nor more than ten (10) minutes following the completion of these duties.

### **8-7.00 WORKLOAD**

8-7.07 Supervision of the arrival and dismissal of pupils and of the movement of pupils not included in the workload shall normally be carried out by the instructing teacher.

### **8-8.00 SPECIAL CONDITIONS**

8-8.03 The teacher shall be entitled to a period of at least fifty (50) minutes for his or her meal. This period shall begin between 10:45 A.M. and 12:30 P.M. unless there is an agreement otherwise.

#### **8-8.04 Section A- Group Meetings**

The school board or the school administration may convene the teachers for any group meeting held during the teacher's work year, taking into consideration the following provisions:

- a) The teacher shall be required to attend these meetings within the thirty-two (32) hours of presence (clause 8-6.02 a). However, he or she shall not be obliged to attend group meetings on Saturdays, Sundays or holidays.
- b) Outside the regular thirty-two (32) hours of presence, the teacher may not be required to attend more than ten (10) group meetings of teachers convened by the school board or school administration. These meetings shall be held immediately after the dismissal of all the pupils from school. To the extent possible these meetings shall not exceed seventy-five (75) minutes in duration and cannot be prorogued to the following day.

For the purpose of applying a) and b) every meeting of a particular group of teachers such as those of the same grade, cycle, level, subject and school shall be considered as a group meeting of teachers.

- c) The school administration shall provide a notice of at least forty-eight (48) hours and post an agenda when calling any meeting by virtue of this section.

However, this notice of forty-eight (48) hours shall be waived in emergency situations where the vital interests of the school require immediate imparting or soliciting of information by the school administration.

#### **Section B - Parent-Teacher Meetings**

The school administration may convene the teachers for any parent-teacher meeting held during the teachers' work year, taking into consideration the following provisions:

- a) Outside the regular framework of thirty-five (35) hours, the teacher may not be required to attend more than three (3) meetings to meet parents during the work year.
- b) Such meetings shall normally be held in the evening.
- c) The school administration, in consultation with the school council, shall set the dates and hours of these meetings.
- d) The school administration shall give a written notice of at least five (5) working days for meetings called by virtue of this section.

The school administrator and the school council may agree with its teachers that the latter will attend other meetings to meet parents outside the framework of the teacher's work week. In such a case, the teacher shall be compensated by a reduction in his or her thirty-two (32) hours of presence equal to the duration of such meeting.

Such compensation in time shall be taken in accordance with the following provisions:

- If the teachers in a school agree to work more than the three (3) designated evenings, they shall be granted compensatory time off. The time worked and the compensatory time shall be fair.
- The school council shall be consulted on the proposal and then it shall be voted on by the teaching staff. A majority approval shall be obtained from the staff, absences and abstentions shall not be counted.
- The days that may be exchanged for compensatory time are first, the Tuesday following Easter Monday and second, the last pedagogical day in June.

8-10.09 The modification or replacement of the provisions or articles prescribed in clause 8-10.02 must be approved by 75% of the teachers directly involved in the project and present with the school organization plan is adopted.

**8-12.00 DISTRIBUTION OF DUTIES AND RESPONSIBILITIES AMONG THE TEACHERS OF A SCHOOL**

8-12.01 In order to meet the provisions of article 8-7.00 (provincial entente), the school administration, after consultation with the school council by virtue of article 4-2.00, shall distribute fairly the total teaching workload as per clause 8-7.03 (provincial entente) among the teachers assigned to his or her school.

No teacher shall be required to teach more than the average workload two (2) years in a row.

8-12.02 In the event that a teacher is assigned a workload atypical to the school, the Director of Human Resources, the Director of the sector and a representative of the union shall meet to examine the particular situation with a view to making a recommendation to the administration of the school concerned.

8-12.03 a) Secondary Teachers

At the secondary level, in schools where the instructional periods are of a duration of 50 minutes no teacher shall be obliged to accept an assignment of more than 210 minutes of consecutive workload. After the 210th minute of workload, a break of a duration of a teaching period or a lunch period shall intervene before the beginning of the next period of instruction, unless the teacher agrees to a different arrangement.

b) In schools where teachers have agreed with a 75% approval in favour that the instructional period be longer than 50 minutes, clause 8-12.03 a) shall not apply.

8-12.04 a) Elementary Teachers

Teachers at the elementary level 1-6 inclusive, shall be provided with a minimum of one daily preparation period of thirty (30) minutes, within the pupils timetable, unless the teacher and the principal agree to a different arrangement.

b) Kindergarten Teachers

Both parties agree to implement the terms and conditions as listed in the "Protocol on General Guidelines" appearing at the end of this document.

**9-2.00 GRIEVANCES AND ARBITRATION (for matters negotiated at the local level)**

- 9-2.01 The procedure for settling grievances and arbitration provided in article 9-1.00 shall apply.
- 9-2.02 Instead of the notice of grievance prescribed in clause 9-1.05 (provincial entente), the union may send a letter to the school board to reserve its right to contest a disciplinary measure granted under article 5-6.00. The letter shall be sent within the time limit prescribed in clause 9-1.05 (provincial entente).
- 9-2.03 In the case of a disciplinary measure under article 5-6.00, the date of the disciplinary notice shall be deemed the date of the event.
- 9-2.04 In the case of the termination of a teacher's contract of engagement by virtue of article 5-7.00 or nonreengagement by virtue of article 5-8.00, the date of the meeting at which the school board's decision was made is the date of the event.
- 9-2.05 Notwithstanding clauses 9-1.06 to 9-1.09, in the case of the termination of a teacher's contract of engagement by virtue of article 5-7.00 or nonreengagement by virtue of article 5-8.00, the notice of grievance shall constitute a notice of arbitration once it is received by the QPAT and the QESBA.

**10-8.00 HYGIENE, OCCUPATIONAL HEALTH AND SAFETY**

- 10-8.01 In this article, "Act" refers to the Act respecting occupational health and safety (R.S.Q. c. S-2.1) and "regulations" refer to the inherent regulations.
- 10-8.02 A Central Health and Safety Committee (CHSC) representing the different constituents of the school board, including teachers, shall be set up. The primary focus will be the prevention and elimination at source of dangers to health, safety and well-being of its employees.  
The committee will meet, on a regular basis, throughout the school year.
- 10-8.03 The obligations of teachers and the school board are those prescribed by the Act and their regulations. (Occupational Health and Safety Act – R.S.Q. c. S-2.1).
- 10-8.04 The means and individual or common protective equipment placed at the disposal of teachers, when this proves to be necessary by virtue of the Act and the regulations applicable to the school board, to respond to their particular needs, shall in no way diminish the efforts required of the school board, the union and the teachers to eliminate the sources of danger to their health, safety and physical well-being.
- 10-8.05
- a) Whenever a teacher exercises the right of refusal prescribed by the Act, he or she must immediately advise the school administration.
  - b) Once notified, the school administration shall inform the union delegate of the situation and of the solutions it intends to apply.
  - c) For the purposes of the meeting, the union delegate may temporarily interrupt his or her work in accordance with the conditions prescribed in clause 3-6.01 (provincial entente).
- 10-8.06 The right of a teacher mentioned in clause 10-8.05 shall be exercised subject to the pertinent sections of the Act and according to the methods prescribed therein, if need be.
- 10-8.07 The school board may not dismiss or nonreengage a teacher, or impose any disciplinary or discriminatory measure on him or her, on the grounds that he or she exercised, in good faith, the right provided for in clause 10-8.05.

**10-9.00 TRAVELING EXPENSES**

The traveling expenses of the teacher who must travel from one building of the school board to another building of the school board or to another building not necessarily belonging to the school board (ie: hospital, swimming pool, home studies, work studies) during the performance of his or her duties shall be reimbursed at the same rate paid to school board administrators according to the policy in force at the school board.

**11-0.00 ADULT EDUCATION**

When the provisions of this chapter refer to a clause of the youth sector, the term "school" shall read "centre" unless these two terms are used distinctively.

**11-2.00 RECALL LIST**

The following provisions shall apply for the engagement of teachers at the hourly rate or under part-time contract to teach courses offered and shall replace the provisions of clauses 11-2.05 to 11-2.06 of the provincial entente.

**11-2.01** The recall list in effect for the 2012-2013 engagement process continued to apply until June 30, 2013. An updated version of that list shall apply for the 2013-2014 school year.

**11-2.02** No later than the date determined in the Adult/Vocational Education (AVE) staffing timeline, approximately July 15 of each school year, the school board shall draw up the recall list respecting the following provisions:

- a) For each teacher whose name appears on the current recall list, the school board shall add the hours taught for the school board during the school year up to a maximum of 800 hours (clause 11-14.05 - provincial entente)
- b) A teacher hired before July 1, 2013 and whose name appears on the 2012-2013 Recall List does not have to have legal qualifications. The school board shall add to the recall list the name of the teacher who has taught for the school board a minimum of **400** hours during at least two (2) different sessions over the last two (2) years. The teacher must be legally qualified and has received a satisfactory evaluation for each of these sessions.

A non-evaluation will be considered a positive evaluation. In the case of an unsatisfactory evaluation, following the process of evaluation agreed to by the school board and the union, the teacher and the union shall be notified.

The school board shall also add the name of the regular full-time teacher who is being non-re-engaged for surplus on July 1.

The board shall indicate, for each teacher added to the recall list, the number of hours taught for the school board up to a maximum of 800 hours per school year.

- c) Teachers on the Recall list of 2012-13 shall retain already acquired specialties.

The school board shall list teachers in decreasing order of the number of hours recognized. The school board shall indicate for each teacher the specialty or specialties up to a maximum of three (3) for which they may be engaged.

Any addition or modification of specialties as of July 1, 2013 will adhere to the following requirements:

- The teacher will be in the specialty for which he or she is legally qualified.

- A teacher may have up to two (2) additional specialties for which he or she has completed a minimum of 15 University credits in a specific discipline.
- However, to add the French specialty, a teacher needs to have successfully passed a French test recognized by the School board.
- When a new specialty is added to a teacher's file, he or she may substitute this new specialty for one of the two 2 additional specialties.
- However, the teacher may not change the specialty for which he or she is legally qualified.

The school board shall inform the teacher of its decision no later than June 30. If the school board accepts the specialty, it shall be added for the following school year.

- d) No later than the date determined in the AVE staffing timeline, approximately June 15, the draft recall list shall be posted on the portal for verification and correction if necessary.
- e) No later than the date determined in the AVE staffing timeline, approximately July 15, the official recall list shall be posted on the portal and forwarded to the union. The official recall list may be corrected at the August assignment meeting and placed on the school board's portal.

11-2.03 The school board may remove from the recall list the name of the teacher

- a) who was not available for work for a period of twenty-four (24) consecutive months except for reasons, such as:
  - a maternity, paternity or parental leave covered by the Act respecting labour standards (R.S.Q., c. N-1.1);
  - a disability within the meaning of the agreement;
  - a full-time position with the local union or QPAT;
  -
- b) who has refused two (2) offers in the same school year for posts for which he or she is qualified and for which he or she declared himself or herself available
- c) who has resigned during the course of an engagement unless the school board accepts the reason for the departure.

11-2.04 When assigning teachers to posts, the school board shall respect the following provisions.

- a) No later than the date determined in the AVE staffing timeline, approximately May 5, the school board shall make available to each teacher whose name appears on the recall list or who has taught for the school board during the preceding school year, an availability form asking for his or her availability for work.

No later than the date determined in the AVE staffing timeline, approximately May 30, the availability form must be completed. A list of the names of teachers who have returned or have not returned their availability form shall be given to the union by the end of August.

Failure to complete the form will imply that the teacher is available for any assignment for which he/she is qualified.

The teacher must inform the school board, without delay, of any change in his or her availability. The school board shall forward to the union, upon request, a copy of the teacher's availability form.

- b) The school board shall form, first by centre then in two or more centres, posts which are as complete as possible, that is with an average of twenty (20) hours/week, a weekly maximum of

twenty-four (24) hours and an annual maximum of 800 hours.

- c) For the purposes of the engagement process, the school year shall be divided into the July to December session and the January to June session.
- d) Subject to the information submitted by the teacher on the availability form and respecting the order of the Recall List, posts shall be assigned to the teachers according to the following order of priority:
  - i) regular full-time posts;
  - ii) other posts (part-time contracts and hourly rate engagements) comprised of 800 hours of teaching for the entire year from the 2012-2013 Recall List;
  - iii) other posts, as the case may be, in decreasing order of the number of hours to be assigned from the 2012-2013 Recall List;
  - iv) other posts, as the case may be, in decreasing order of the number of hours to be assigned from the Recall List of teachers hired as of July 1, 2013 who are legally qualified.
- e) If, during the course of a session or the school year, additional posts are formed, they shall be offered, according to the order of the Recall List, to the teacher whose assignment is incomplete on condition that the teaching schedule is compatible with the teacher's existing schedule or can be modified to be compatible.
- f) As a general rule and in order to avoid double employment, the school board shall not assign additional hours of teaching beyond the annual maximum of 800 hours unless, in spite of recruitment campaigns, the school board could not find suitable candidates in sufficient numbers to meet its needs.
- g) The school board shall offer a post to the teacher on the recall list who cannot be available for work because of maternity or adoption in conformity with 5-13.00. These provisions shall apply in the following manner:
  - i) For the teacher paid at the hourly rate, the post shall be granted and conserved for the duration of the leave. Furthermore, the hours foreseen for the post shall be considered taught for the duration of the leave. However, the teacher shall not be entitled to remuneration during the leave.
  - ii) For the teacher under contract, the post and the contract shall be granted and the teacher shall be entitled to the maternity or adoption leave, as the case may be, and benefits according to the provisions of article 5-13.00 (provincial entente) as if he or she were a regular full-time teacher. The hours foreseen for the post shall be considered taught for the duration of the leave.
  - iii) The conserved post shall be assigned respecting the order of recall.
- h) The school board shall offer, by email, the post on the centre's workload form. The teacher shall accept or refuse the post, by email, within 48 hours.
- i) For each session, the school board shall forward to the union, within 30 days of the completion of the engagement process, a copy of the assignments indicating the following information:
  - the subject(s) assigned
  - the name of the centre(s)
  - the weekdays, time schedule and dates covered by the assignment
  - the total number of hours assigned
  - the nature of the engagement (regular full-time contract, part-time contract or hourly rate)
  - any other relevant comment.

The above shall also apply to engagements occurring during the course of a session.

- i) If a teacher accepts a part-time contract and, later in the process, a regular full-time post becomes available for him or her, he or she shall be assigned to that full-time post on paper but shall remain in his or her present post provided that the latter is a post at 100%. Should the part-time post not be at 100%, the teacher will officially transfer to the regular full-time post.

## **11-7.00 METHODS, SUBJECTS AND PROCEDURES OF PARTICIPATION OF TEACHERS**

### **CENTRE LEVEL PARTICIPATION**

a) **Adult and Vocational Education Special Needs Committee**

Clause 11-14.07 shall apply.

b) **Centre Professional Training Committee (CPTC)**

The school board shall ensure that an annual amount of \$18,000 be available to be used for both technical training, conferences and curriculum reform training in the Adult and Vocational Education sectors. This amount shall be divided according to the following ratio: 60% (Vocational Education) and 40% (Adult Education). This amount shall not be incorporated into the regular in-school Professional Improvement Committee funds nor into funds allocated for director's days. A sub-committee of the in-school Professional Improvement Committee shall be set up in each centre to determine how these amounts shall be used.

**Mandate:**

- To administer the funds allocated by the school board for technical training, conferences and curriculum reform training in the Adult and Vocational Education sectors. In the absence of a PIC, the school council assumes this responsibility for the centre.

**Procedure:**

- To receive and disseminate information regarding training workshops and conferences.
- To allocate funds for training workshops and conferences that are not being funded by the MELS.
- To ensure these funds are available to all teachers.
- To ensure these funds are used up during the year. Any amount not used during the year cannot be carried over (banked) to the following school year.
- To ensure that hourly rate teachers not teaching while attending workshops and conferences are remunerated for their time.
- To report CPTC activities at each school council meeting.

**Composition:**

- The committee shall be composed of members of the centre P.I.C. committee.

## **11-11.04 Voluntary Transfers**

A voluntary transfer is a change of centre.

The change may be permanent or for one year only.

A voluntary transfer may only be requested by a teacher with a full-time contract or by a teacher with a part-time contract who has accumulated at least 4000 hrs on the recall list. Hourly paid teachers cannot request for a transfer.

No later than the date determined in the timeline, approximately May 15, the appropriate form<sup>17</sup> shall be

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<sup>17</sup> See Appedix I(b) for the AVE Voluntary Transfer Application

completed on the portal and submitted by the teacher to the AVE Director of the school board. A list of these requests shall be given to the union.

No later than the date determined in the timeline, approximately June 15, the school board shall inform the teacher, in writing, whether or not his or her request for a voluntary transfer has been granted.

**11-12.07 Distribution in the Calendar Year of the Workdays within the Work Year Excluding the Determination of the Number of Workdays and Period Covered by the Work Year.**

- a) The teacher's work year shall consist of 200 workdays, with 191 days of instruction and 9 pedagogical days.
- b) The calendar applicable to all centres shall incorporate nine (9) pedagogical days of which five (5) shall be in-centre pedagogical days whose placement within the centre calendar shall be determined by each centre.
- c) Hourly paid teachers will be paid for each hour present on a pedagogical day.

**11-14.04 Teacher's Presence Time**

- a) Participation in the governing board shall be recognized as one (1) hour of presence time each week.
- b) participation in the Staff Council shall be recognized as one (1) hour of presence time each week.

**13-0.00 VOCATIONAL EDUCATION**

When the provisions of this chapter refer to a clause of the youth sector, the term "school" shall read "centre" unless these two terms are used distinctively.

**13-3.00 RECALL LIST**

The following provisions shall apply for the engagement of teachers at the hourly rate or under part-time contract to teach vocational education courses in a school or a centre and shall replace the provisions of clauses 13-3.06 to 13-3.07 of the provincial entente.

13-3.01 The recall list in effect for the 2012-2013 engagement process continued to apply until June 30, 2013. An up-dated version of that list shall apply for the 2013-2014 school year.

13-3.02 No later than the date determined in the Adult/Vocational Education (AVE) staffing timeline, approximately July 15 of each year, the school board shall draw up the recall list respecting the following provisions:

- a) For each teacher whose name appears on the recall list, the school board shall add the hours taught for the school board during the school year up to a maximum of 720 hours.
- b) The school board shall add to the Recall List the name of the teacher who has taught for the school board a minimum of **400** hours during at least two (2) sessions over the last two (2) years. The teacher must have received a satisfactory evaluation for each of these two (2) sessions.

A non-evaluation will be considered a positive evaluation. In the case of an unsatisfactory evaluation, following the process of evaluation agreed to by the school board and the union, the teacher and the union shall be notified.

The school board shall also add the name of the regular full-time teacher who is being nonreengaged for surplus on July 1. The school board shall indicate, for each teacher added to

the recall list, the number of hours taught for the school board up to a maximum of 720 hours per school year.

- c) The school board shall list teachers in decreasing order of the number of hours recognized. The school board shall indicate for each teacher the category or categories for which they may be engaged.

The teacher may request that the school board recognize an additional category, up to a maximum of three (3), for which he or she has qualifications or in which he or she has taught for the school board for more than 150 hours and for which he or she has received a satisfactory evaluation.

The school board shall inform the teacher of its decision no later than June 30. If the school board accepts the category, it shall be added for the following school year.

Should the teacher already have three (3) recognized categories, he or she may substitute this new category for one of the categories already recognized.

- d) No later than the date determined in the AVE staffing timeline, approximately June 15, the draft recall list shall be posted on the portal, for verification and correction if necessary.
- e) No later than the date determined in the AVE staffing timeline, approximately June 30, the official recall list shall be posted on the portal and forwarded to the union. The official recall list may be corrected at the time of the assignment process and placed on the school board's portal.

*13-3-03 Provincial entente*

13-3.04 The school board may remove from the recall list the name of the teacher

- a) who was not available for work for a period of twenty-four (24) consecutive months, except for reasons, such as:
- a maternity, paternity or parental leave covered by the Act respecting labour standards (R.S.Q., c. N-1.1);
  - a disability within the meaning of the agreement;
  - a full-time position with the local union or QPAT;
- b) who has refused two (2) offers in the same school year for posts for which he or she is qualified and for which he or she declared himself or herself available or
- c) who has resigned during the course of an engagement.

13-3.05 When assigning teachers to posts, the school board shall respect the following provisions:

- a) No later than the date determined in the AVE staffing timeline, approximately April 5, the school board shall make available, to each teacher whose name appears on the recall list or who has taught for the school board during the current school year, an availability form asking for his or her availability for work.

No later than the date determined in the AVE staffing timeline, approximately April 30, the availability form must be completed. A list of names of teachers who have returned or have not returned their availability form shall be given to the union by the end of August.

Failure to complete the form will imply that the teacher is available for any assignment for which

he/she is qualified.

The teacher must inform, in writing, the school board without delay, of any change in his or her availability. The school board shall forward to the union, upon request, a copy of the teacher's availability form.

- b) The school board shall form, first by centre then in two or more centres where applicable, posts which are as complete as possible, that is with an annual total workload of 720 hours. As a general rule, this workload shall not exceed a weekly workload of twenty-four (24) hours.
- c) For the purposes of the engagement process, the school year shall be divided into the July to December session and the January to June session.
- d) Subject to the information submitted by the teacher on his or her availability form and respecting the order of the Recall List, posts shall be assigned to the teachers according to the following order of priority:
  - i) regular full-time posts,
  - ii) other posts (part-time contracts or hourly rate engagements) comprised of 720 hours of workload for the entire year;
  - iii) other posts in decreasing order of the number of hours of workload to be assigned.
- e) If during a session additional posts are formed they shall be offered, according to the order of the recall list, to the teacher whose assignment is incomplete on condition that the new post is compatible with the teacher's existing schedule or can be modified to be compatible.
- f) As a general rule and in order to avoid double employment, the school board shall not assign additional hours of teaching beyond the annual maximum of 720 hours unless, in spite of recruitment campaigns, the school board could not find suitable candidates in sufficient numbers to meet its needs.
- g) The school board shall offer a post to the teacher of the recall list who cannot be available for work because of maternity, paternity or adoption in conformity with 5-13.00. Those provisions shall apply in the following manner:
  - i) For the teacher paid at the hourly rate, the post shall be granted and conserved for the duration of the leave. Furthermore, the hours foreseen for the post shall be considered taught for the duration of the leave. However, the teacher shall not be entitled to remuneration during the leave.
  - ii) For the teacher under contract, the post and the contract shall be granted and the teacher shall be entitled to the maternity, paternity or adoption leave, as the case may be, and benefits according to the provisions of article 5-13.00 (provincial entente) as if he or she were a regular full-time teacher. The hours foreseen for the post shall be considered taught for the duration of the leave.
  - iii) The conserved post shall be assigned respecting the order of recall.
- h) The school board shall offer, by email, the post on the centre's workload form. The teacher shall accept or refuse the post, by email, within 48 hours.
- i) For each session, the school board shall forward to the union, within 30 days of the completion of the engagement process, a copy of the assignments listing teachers in the same order as the recall list and indicating the following information:
  - the category
  - the name of the centre(s)
  - the dates covered by the assignment
  - the total number of hours assigned
  - the nature of the engagement (regular full-time contract, part-time contract or hourly rate)
  - any other relevant comment.

The above shall also apply to engagements during the course of a session.

- j) If a teacher accepts a part-time contract and, later in the process, a regular full-time post becomes available for him or her, he or she shall be assigned to that full-time post on paper but shall remain in his or her present post provided that the latter is a post at 100%. Should the part-time post not be at 100%, the teacher will officially transfer to the regular full-time post.

## **13-8.00 METHODS, SUBJECTS AND PROCEDURES OF PARTICIPATION OF TEACHERS**

### **CENTRE LEVEL PARTICIPATION**

a) **Adult and Vocational Education Special Needs Committee**

Clause 13-15.11 shall apply.

b) **Centre Professional Training Committee (CPTC)**

The school board shall ensure that an annual amount of \$18,000. be available to be used for both technical training, conferences and curriculum reform training in the Adult and Vocational Education sectors. This amount shall be divided according to the following ratio: 60% (Vocational Education) and 40% (Adult Education). This amount shall not to be incorporated into the regular in-school Professional Improvement Committee funds nor to funds allocated for director's days. A sub-committee of the in-school Professional Improvement Committee shall be set up in each centre to determine how these amounts shall be used.

**Mandate:**

- To administer the funds allocated by the school board for technical training, conferences and curriculum reform training in the Adult and Vocational Education sectors. In the absence of a PIC, the school council assumes this responsibility for the centre.

**Procedure:**

- To receive and disseminate information regarding training workshops and conferences.
- To allocate funds for training workshops and conferences that are not being funded by the MELS.
- To ensure these funds are available to all teachers.
- To ensure these funds are used up during the year. Any amount not used during the year cannot be carried over (banked) to the following school year.
- To ensure that hourly rate teachers not teaching while attending workshops and conferences are remunerated for their time.
- To report CPTC activities at each school council meeting.

**Composition:**

- The committee shall be composed of members of the centre PIC committee.

### **13-12.02 Assignment and Transfer**

In the event that there is a school board excess in Vocational Education, the parties agree to discuss the application of article 5-21.00.

### **13-12.04 Voluntary Transfers**

A voluntary transfer is a change of centre.

The change may be permanent or for one year only.

A voluntary transfer may only be requested by a teacher with a full-time contract or by a teacher with a part-time contract who has accumulated at least 3600 hrs on the recall list. Hourly paid teachers cannot request for a transfer.

No later than the date determined in the timeline, approximately May 15, the appropriate form<sup>18</sup> shall be completed on the portal and submitted by the teacher to the AVE Director of the school board. A list of these requests shall be given to the union.

No later than the date determined in the timeline, approximately June 15, the school board shall inform the teacher, in writing, whether or not his or her request for a voluntary transfer has been granted.

**13-13.06 Distribution in the Calendar Year of the Workdays within the Work Year Excluding the Determination of the Number of Workdays and Period Covered by the Work Year.**

- a) The teacher's work year shall consist of 200 workdays, with 191 days of instruction and 9 pedagogical days.
- b) The calendar applicable to all centres shall incorporate nine (9) pedagogical days of which five (5) shall be in-centre pedagogical days whose placement within the centre calendar shall be determined by each centre.
- c) Hourly paid teachers will be paid for each hour present on a pedagogical day.

**13-15.08 Teacher's Presence Time**

- a) Participation in the governing board shall be recognized as one (1) hour of presence time each week.
- b) participation in the Staff Council shall be recognized as one (1) hour of presence time each week

**13-15.13 Distribution of Duties and Responsibilities Among the Teachers of a Centre**

In distributing the duties and the responsibilities among the teachers, the centre director shall consider requests made by the teachers of each vocational sector (e.g. business, health, etc.). The centre director shall distribute equitably the workload among the teachers in each sector. If a workload exceeds twenty-four (24) hours per week, the parties shall meet to discuss the schedule and make recommendations to the centre director.

**List of Local Arrangements**

The following clauses are Local Arrangements which will be in effect until they are replaced or, at the latest, until the coming into force of the new provisions negotiated and agreed to at the provincial level.

Clauses:      5-1.10 through 5-1.19  
                   5-14.02  
                   5-21.06  
                   11-2.05 through 11-2.06  
                   11-10.05  
                   13-3.06 through 13-3.07  
                   13-11.05 (subclauses i and j)  
                   13-11.14

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<sup>18</sup> See Appendix I(b) for the AVE Voluntary Transfer Application

