

LOCAL AGREEMENT  
BETWEEN  
THE LESTER B. PEARSON SCHOOL BOARD  
AND  
THE PEARSON TEACHERS UNION  
2023-2028



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The Lester B. Pearson School Board, hereinafter referred to as the “school board” and the Pearson Teachers Union, hereinafter referred to as the “union”, agree that they have concluded Local Negotiations in accordance with the *Act Respecting the Process of Negotiation of the Collective Agreements in the Public and Parapublic Sectors* (chapter R-8.2) and Chapter 10.00 of the Provincial Entente.

The school board and the union hereby agree that the Local Agreement and the Provincial Entente form the conditions of employment of the union.

IN WITNESS WHEREOF, the parties have signed this 10<sup>th</sup> day of April in the year 2025.

For the Lester B. Pearson School Board

For the Pearson Teachers Union

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Judith Kelley, Chair of the Council of  
Commissioners

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Matt Wilson, President

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Dr. Cindy Finn, Director-General

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Erica Lamothe, Union Advisor

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Alana Quinn-Leroux, Director of Human  
Resources

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Pasquale Machado, Union Advisor



## **2-2.00 RECOGNITION OF LOCAL PARTIES**

- 2-2.01 The school board shall recognize the union as the only official representative of the teachers covered by its certificate of accreditation and who fall within the field of application of this agreement for the purposes of implementing the provisions of this agreement between the school board and the union.

## **3-1.00 COMMUNICATION AND POSTING OF UNION NOTICES**

- 3-1.01 The school board and the union shall recognize the need for free and effective exchange of information among the school board, the union, union delegates, and administration. The school board's portal will have a link to the union's website.

This shall be promoted by the following and any other measures mutually agreed upon:

- union use of the school board mail service and email system;
- provision by the school board to furnish a bulletin school board in each school and centre;
- prompt transmission of union communications to the union delegate.

The union agrees to transmit to the Director of Human Resources a copy of all union information bulletins intended for distribution to their general membership.

## **3-2.00 USE OF SCHOOL BOARD PREMISES FOR UNION PURPOSES**

- 3-2.01 At the request of the union, or union delegate, and with reasonable advance notice, the school board or school administration shall, without charge, provide a room for union members only for union meetings. Such meetings shall not interrupt the continuity of students' courses.
- 3-2.02 When a representative from the union office intends to visit a school or centre, intends to be present at a disciplinary meeting, or is requesting to be present at a non-disciplinary meeting, a notice or request, as the case may be, must be presented to the principal or centre director at least twenty-four (24) hours in advance. When an emergency situation arises, this notice can be waived. In these cases as much advance notice as possible shall be given.

## **3-3.00 DOCUMENTATION TO BE PROVIDED TO THE UNION**

- 3-3.01 The school board shall, within eight (8) working days of their issuance, transmit to the union copies of all information concerning one or more groups of teachers, provided that this information is readily available and has not been declared confidential prior to the request by the union. This includes updated information.
- 3-3.02 Furthermore, throughout the school year, documentation shall be supplied to the union according to the following schedule. The timeline will be updated on an annual basis:

<b><u>Documentation</u></b>	<b><u>Date</u></b>
Copy of directives pertaining to duties & responsibilities of teachers distributed to schools/centres by the school board	As issued
Current number of teachers allocated by school	October 15
Employee status report (Continuing Education)	End of September, November, February and May
Teachers' annual workload & work schedule (preschool, elementary and secondary)	End of October
Teachers' annual workload & work schedule (Continuing Education)	End of October
Seniority list (provisional)	March 20
Seniority list (official)	April 10
Major school change posts due to closing, opening, and/or rezoning	As per staffing timeline
List of teachers granted leaves of absence of all types	As per staffing timeline
List of excess at school board and school level	As per staffing timeline
List of vacancies	As per staffing timeline
List of voluntary transfers	As per staffing timeline
List of teachers to be placed on availability or non reengaged	As per staffing timeline
List of part-time contracts	October 15 and updates
List of teacher contracts	Three times per year as per staffing timeline
Copies of contracts provided to teachers	As issued
Information concerning surplus re-absorption	As available
Non-restricted material at school board meetings	Monthly
Youth sector students' enrolment forecast	March 30
Youth sector students' enrolment figures by school	October 30



Vocational Training enrolment forecast	March 30
Vocational Training enrolment	End of September, November and February
Youth sector class size documentation <sup>1</sup>	End of August End of September October 15 End of January
Ministry of Education 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	Clause 8-9.03 of the provincial entente
Information concerning support and supervision of student teachers	Upon receipt
Available Director Days per school	October 30
PIC & CPTC funds	Upon receipt
Information regarding student-teacher funds	Prior to their distribution to teachers
School board-wide professional day calendar and programs <sup>2</sup>	As available

<b><u>Employees' Benefits Documentation</u></b>	<b><u>Date</u></b>
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 CNESST, maternity leave	Monthly

<sup>1</sup> Includes class groupings with *a priori* weighting by group and grade level per 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.

### **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 their 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 employment ties as a teacher.
- 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 their 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, 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 their alternate may, in their 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 representatives to the school.

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

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

#### **3-7.01**

- a) Before August 1 of each year, the union shall notify the school board in writing of the formula(ae) used or the amount set 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 formula(ae) used or the amount set 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 formula(ae) used or the amount set 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;
  - the equivalent of the regular union dues in the case of any teacher who is not 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 board. To this end, the active participation of the union at the school board level and teachers in individual schools and centres 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 of the provincial entente, an approval of seventy-five percent (75%) must be obtained<sup>4</sup>. Otherwise, a simple majority suffices.

- 4-2.02 In this chapter, the word “school” shall mean an educational establishment in which preschool, elementary 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 preschool, elementary, secondary, adult education and vocational training 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 board-level participatory committee shall appoint a chairperson 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 the implementation (in the case of practices).
- b) **Procedures:** The committee shall normally consist of a minimum of ten (10) members, five (5) named by the school board and five (5) 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;
  - 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;

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

- 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 their teaching duties;
- 8) The use of the computer in carrying out duties related to teacher's 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 Training programs;
- 15) Programs for popular education (non-credit or interest courses offered in the Continuing 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 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 (e.g. 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) Analyzing 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 board 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 or Assistant-Director of Human Resources, a Regional Director, the union President and two (2) Union Advisors.

#### 4-3.03 Central Professional Improvement Committee

- a) Mandate: As per clause 7-1.04 and article 7-2.00 of the 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 analyze 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 ongoing liaison with the Professional Improvement Committee at each school;
- b) Procedures: The committee shall be composed of eight (8) members including a representative from the Continuing Education Sector: 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:
    - i) joint agreements pertaining to the establishment and operation of schools administered with outside organizations;
    - ii) enrolment criteria;

- iii) proposals submitted by schools under clauses 8-10.01 and 8-10.02 of the provincial entente;
  - iv) distribution of Director's Days;
  - v) information pertaining to any funds allocated by virtue of the local agreement and the provincial entente;
  - vi) 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 or centre and are committed to implementing and supporting meaningful and efficient consultation in each of the school board's schools or 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 or centre shall be subject to consultation prior to implementation<sup>5</sup>.
- b) The school or 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 outline in e) below.
- c) Information necessary for the effective management of the school or centre which is available to the school or 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, Human Resources, 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 <sup>6</sup>**

- 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

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<sup>5</sup> This shall be in accordance with the current "LBPSB/PTU School Council Handbook.

<sup>6</sup> See Appendix B for the School Council Timeline.

conduct and safety measures and practices at the school/centre. It shall ensure teacher liaison with the governing board. 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 the 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 provided 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 students' 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 developed and proposed by the principal 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) Rules of conduct and safety.
  - 2) Approach for the implementation of the Basic School Regulations.
  - 3) Approach for the development of enrichment programs, the adaptation of existing programs, or the development of local programs to meet the specific needs of students.
  - 4) Subject-time allocation.
  - 5) Educational activities involving changes in student arrival or departure times requiring students to leave the school premises.
  - 6) Approach for the implementation of student services and special educational services.
  - 7) Approach for the implementation of popular education (refers to Adult and Vocational Training).
  - 8) Implementation of programs of studies.
  - 9) The Educational Project<sup>7</sup>.
  - 10) The Anti-Bullying and Anti-Violence Plan.

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<sup>7</sup> This item must be adopted by the Governing Board.



- b) 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). Once the proposal is approved, the principal then informs 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, Human Resources, and the union.
  - 11) Specific local programs of studies to meet the special needs of students.
  - 12) Criteria for the introduction of new instructional methods.
  - 13) Textbooks and instructional materials.
  - 14) Standards and procedures for the evaluation of student achievement.
  - 15) Rules governing the placement of students and their promotion from one cycle to another at the elementary level.
- c) Collaboration Items — The proposals stemming from the following items are developed by the teaching staff (often together with the principal). 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 the union.
  - 16) 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.
  - 17) The Value Added Program.
  - 18) The establishment each September of a system of emergency substitution in accordance with clause 5-1.31.
  - 19) The implementation of the Guidelines for Student-Teacher Funds<sup>8</sup>.
  - 20) The in-school Professional Improvement Committee.
  - 21) The system of reporting late arrivals and absences of the students.
  - 22) Procedures for the submission of marks including the length of time between the end of term and the date of mark submission to the principal.
- d) Consultation Items — In addition to items listed in clause 4-4.01 a), the principal shall seek advice from the staff and then decide on the final proposal for the following:
  - 23) Needs of the school in each teaching category for the following year.
  - 24) Professional improvement needs of the teaching staff.
  - 25) Educational services to be provided by each school or centre.
  - 26) Use of Director's Days.
  - 27) The homeroom system.

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<sup>8</sup> See Appendix C – Student-Teacher Funds

- 28) The placement in the school calendar of in-school pedagogical days and the program for these days.
- 29) The establishment and application of a system of invigilation for each examination period.
- 30) The school/centre budget.
- 31) Candidates for the position of mentor-teacher.
- 32) Time assigned for participation in school-based committees in accordance with clause 8-5.01 b) of the provincial entente.

#### 4-4.04 In-School Professional Improvement Committee

- a) Mandate: To administer the decentralized funds from the Central Professional Improvement Committee (CPIC) at the level of the school. In the absence of a local Professional Improvement Committee (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 November 30 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) To examine the proposed preliminary plan of class groupings.
  - 2) To receive the information concerning all the available services and financial resources for special needs students.

- 3) To distribute these services within the school in an equitable manner.
- 4) To present the above to the teaching staff for approval.
- 5) To formulate a new modified plan if necessary.
- 6) To submit the final plan to the Central Special Needs Parity Committee.
- 7) To request from the Central Special Needs Parity Committee additional support services when new cases are identified throughout the year.
- 8) To 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 seventy-five percent (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 (seventy-five percent (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

d) Mandate:

- 1) To 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) To accept or modify the distribution of services plan and present it to the teaching staff.
- 3) To distribute these services within the school in an equitable manner.
- 4) To request from the Central Special Needs Parity Committee additional support services when new cases are identified throughout the year.

e) 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 seventy-five percent (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 (seventy-five percent (75%) approval) then the preliminary and modified plans shall be submitted to the Central Special Needs Parity Committee for a final decision.

f) 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**

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

#### **Part II Provisions dealing with Priority of Employment Lists subject to the principles outlined in Part I**

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 of Employment List, the school board shall add the number of days taught or expected to be taught under contract in the school board during the current school year.
- b) The school board shall add to the Priority of Employment List the name of the teacher who has been granted contracts with the following provisions:
  - at least two (2) contracts in two (2) different school years each of a duration no less than or equivalent to one hundred (100) days per year;
  - during the last three (3) school years - including contracts within the same school for a given school year which were combined to create at least one hundred (100) days;
  - has received at least two (2) satisfactory evaluations in these contracts in two different school years.

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

In case of an unsatisfactory evaluation, the teacher and the union shall be notified.

- 5-1.15 No later than June 15, the school board shall draw up the revised Priority of Employment List respecting the following provisions.

Note: Teachers on the Priority of Employment List prior to the 2024-2025 school year will retain already acquired categories, unless they indicate on the appropriate form to the school board and the union that they want to permanently follow the process outlined below. Teachers currently with three categories on the Priority of Employment List must signal their selection no later than during the verification and correction period outlined in clause 5.1-15 sub-paragraphs e) and f) in June 2027.

- a) The categories shall be those determined by the school board, no later than February 15, after consultation with the union.
- b) The school board shall list teachers in decreasing order of the number of years and days recognized according to clause 5-1.11 of the provincial entente and shall indicate the teacher's selected category or categories.
- c) The teacher who is added to the Priority of Employment List issued on or after June 2025 will be placed in one category, based on a qualification identified on their brevet.
- d) Using the appropriate form, the teacher may request to have their category substituted from their initial category listed to one of the following options:
  - i) a category based on a qualification identified on their brevet;
  - ii) a category matching two (2) contracts within the school board of a minimum of one hundred (100) days, in two (2) different school years within the last three (3) years and have received two (2) satisfactory evaluations;
  - iii) a category based on the completion of an undergraduate or graduate degree where the major of the degree aligns with a current category. The specified level (elementary or secondary) must correspond to the qualification level indicated on their brevet.
- e) No later than June 1, the school board shall post the alphabetical version of the Priority of Employment List on the portal for verification and correction. The union shall receive the list in alphabetical order and by seniority.
- f) The two (2) versions of the official Priority of Employment List shall be posted on the portal no later than the last student day. The school board shall provide these lists to the union on June 15.

- 5-1.16 The teacher whose name is on the Priority of Employment List and who is granted a regular teaching contract shall retain a priority of employment for a part-time contract if they are nonreengaged because of:

- a) Surplus as long as their name remains on the list of nonreengaged teachers prescribed in sub-paragraph a) of clause 5-3.35 of the provincial entente;
- b) The failure to obtain the school board's required qualifications for teaching in French as outlined in clause 5-1.23.

- 5-1.17 The teacher who has a part-time contract may, if they agree, be assigned additional teaching periods in the same school if the timetable of the school permits without entailing other changes until such time as they acquire a full teaching load, but without changing their status of part-time teacher, unless agreed upon by the union and the school board. The additional teaching periods shall be added to the part-time contract.
- 5-1.18 The Priority of Employment List shall be updated by July 7 of each year 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 sub clause a) of clause 5-3.35 of the provincial entente, where applicable. By July 31 of each year, the school board shall send a copy of the list to the union. Once issued, this list shall be used in the awarding of future contracts.
- 5-1.19 A teacher's name may be removed from the Priority of Employment List for one of the following reasons:
- a) A teacher 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* (CQLR c. N-1.1);
    - a disability within the meaning of the agreement;
    - a full-time position with the local union or QPAT;
  - b) A teacher who has resigned during the course of an engagement;
  - c) Failure to attend the Priority of Employment Placement Meeting, failure to send a proxy or failure to indicate that they are unavailable for the next school year, except for reasons deemed valid by both 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 (2) 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:
    - i) the regular full-time vacancies;
    - ii) the replacement posts at one hundred percent (100%);
    - iii) the replacement posts less than one hundred percent (100%);
    - iv) The part-time vacancies.

Within each of the above posts, this list shall be published in two (2) different versions in alphabetical order of schools and by category. Each version shall contain the following information:

- the name of the school;
- the category;
- the provisional grade level or cycle and subject(s);
- the beginning and ending dates of the contract, where identified;
- particular requirements in accordance with clause 5-21.06 of the provincial entente.

Job descriptions should be brief and may include recommended training.

- b) A list of post holders and the available posts by number shall be transmitted to the union in order to grant contracts. The list of post holders should indicate the name, the category and the school of the post holder.

#### 5-1.22

- a) No later than two (2) working days before the Priority of Employment Placement Meeting, the school board shall make available a list of the posts to be filled on the portal. Revisions to the list of posts may occur until the start of the placement meeting.
- b) An invitation for teachers to attend the Priority of Employment Placement Meeting will be sent to all teachers on the Priority of Employment List. If a teacher is unavailable to attend, they must identify their proxy on the appropriate form at least 48 hours prior to the placement meeting.
- c) Teachers who wish to make themselves unavailable for one school year, must do so on their form or during the Priority of Employment Placement Meeting.

#### 5-1.23 No later than June 30, during the application of clause 5-3.36 of the provincial entente, the school board shall grant posts to teachers from the Priority of Employment List, in decreasing order of years and days respecting the category(ies) and eligibility. Posts shall be filled in the following order:

- a) A teacher will select a post in order of seniority unless no posts of at least fifty percent (50%) are available in their category.
- b) Teachers may select a post according to one of the following criteria:
  - i) a post in their category listed on the Priority of Employment List;
  - ii) a post for which they have completed contracts within the corresponding category at the school board;
    - 1) for a full-time position, they must have completed the equivalent of two hundred (200) contractual days within the past five (5) years;
    - 2) for a part-time or replacement position, they must have completed the equivalent of one hundred (100) contractual days within the past five (5) years.
- c) Teachers without the school board's required French qualification may still select and be granted full-time positions in a category where the language of instruction is French.
- d) In cases identified in sub-paragraph c), the teacher will maintain their full-time status for the duration of their tenure-track. Should the teacher not provide proof of the required French qualification by the date determined in clause 5-1.15 e), they shall be nonreengaged

according to clause 5-8.02 and their name shall be added to the Priority of Employment List. If nonreengaged, such a teacher will no longer be eligible to select contracts in a category where the language of instruction is French unless they later obtain their French qualification.

- e) A teacher can refuse a post of fifty percent (50%) or more without being removed from the Priority of Employment List by using their right of refusal. The school board will then not have the obligation to offer the teacher any posts during the school year.

5-1.24 Once the assignments have been completed at the Priority of Employment Placement Meeting, the union and the school board shall meet within three business days to review the results of the assignment process. The list of reviewed assignments shall be made available on the portal by July 15 or the date determined in the staffing timeline.

- a) After the Priority of Employment Placement Meeting, if a full-time position becomes available, the position will be offered on the dates determined on the staffing timeline and will be awarded by seniority to the teacher expressing interest using the appropriate form in the following order:
  - i) full-time teachers exercising their right-of-return according to clause 5-21.16;
  - ii) full-time teachers with special status within the same category;
  - iii) full-time teachers with special status who meet the eligibility criteria according to clause 5-1.23;
  - iv) teachers on the Priority of Employment List who have not accepted a full-time position and who meet the eligibility criteria according to clause 5-1.23;

In all circumstances, clause 5-1.01 of the provincial entente shall apply.

- b) Until the date determined in the staffing timeline, if a one hundred percent (100%) replacement contract becomes available after the Priority of Employment Placement Meeting, it will be offered to the most senior part-time teacher who is eligible for the contract according to clause 5-1.23 and who has received a contract of less than one hundred percent (100%).
- c) Until the date determined in the staffing timeline, any new allocations generating part-time contracts will be offered to all eligible teachers. The school board will have no obligation to offer these allocations to teachers who have refused one hundred percent (100%) workloads at the Priority of Employment Placement Meeting.
- d) If a teacher on the Priority of Employment List accepts a replacement or part-time contract and, after the date determined in the staffing timeline, a regular full-time contract becomes available during the application of clause 5-3.36 of the provincial entente, they shall be assigned to that full-time post on paper but shall remain in the present assignment for the duration of the contract.



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

- 5-1.25 Every teacher who is engaged by the school board must:
- a) Provide proof of their 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 of 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 5-1.25 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 using the appropriate form 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 of the provincial entente, the time limit shall begin as of the 21<sup>st</sup> workday.

### **Section D Consequences of refusing a regular teaching position assigned in accordance with subparagraph i) of clause 5-3.36 of the provincial entente**

- 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 clause 5-1.19.

### **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<sup>9</sup>;

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<sup>9</sup> In the case of a full-day absence, a part-time teacher must be available to complete the full assignment for this sub-paragraph to apply.

- 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. This process should allow each teacher equitable access to the distribution of substitution;
- 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 collaborating with 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.

#### **5-5.00 PROMOTION**

- 5-5.04 A teacher's temporary promotion to a professional, senior staff, principal, and vice-principal may not exceed a twenty-four (24) month period from the effective date of promotion.

Notwithstanding the provisions of the previous paragraph, a temporary promotion shall not be of a limited duration when a teacher replaces a professional, a senior staff member, a principal or a vice-principal who is temporarily absent from their position for one of the following reasons:

- a) An absence related to a parental leave (maternity leave, special leaves related to pregnancy or breastfeeding, paternity leave, adoption leave, extended maternity, paternity or adoption leave);
- b) A disability leave;
- c) A loan of service to the Ministry, the Quebec English School Boards Association (QESBA) or the *Comité patronal de négociation pour les commissions scolaires anglophones* (CPNCA).

#### **5-6.00 PERSONAL FILE AND 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, or 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 office representative. 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 their 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 they know the content thereof, the letter shall be countersigned by the teacher. If the teacher fails to countersign the letter, the union office representative or, in their 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 themselves at the disciplinary meeting, the countersigned letter shall be sent to the teacher in question by registered or registered mail, by email, 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 they feel are relevant to the disciplinary measure and have such comments entered in their 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 their personal file on the condition that they provide proof of their 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 their duties, insubordination, misconduct, or immoral behaviour.
- 5-7.02 The school board or the school administration may relieve the teacher temporarily of their 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 registered mail, by email, 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 their 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 their 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 registered mail, by email, 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 their 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 their rights, including total salary, as though they had never been relieved of their 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 their duties without total salary until the conclusion of their 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 they have received a judgment; such notification shall be given within twenty (20) days of the date on which the judgment 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 as 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 their duties and may determine, if need be, the amount of the compensation to which they are 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 their duties, insubordination, misconduct, immoral behaviour, surplus of personnel within the framework of article 5-3.00, and the failure to obtain the school board's French qualifications according to clause 5-1.23.  
  
In the event of a nonreengagement due to the failure to obtain the school board's French qualifications according to clause 5-1.23, clauses 5-8.03 to 5-8.06 shall not apply.
- 5-8.03 The union shall be informed no later than May 15 of each year, by means of a list to this effect, by registered letter or registered mail, by email, 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 mail, by email, 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 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 they 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 their duties and may determine, if need be, the amount of the compensation to which they are 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 them.

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

### **Section A - Resignation**

- 5-9.01 The teacher shall be bound by their 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

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<sup>10</sup> Within the meaning of Appendix XI of the provincial entente.

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 they are 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 with the time limit prescribed due to physical or mental incapacity or due to circumstances beyond their 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 their 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 their position on the first workday of the school year during which they must return to work shall be in breach of contract.
- 5-9.04 The fact that a teacher uses their leave of absence without salary for purposes other than those for which they 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 judgment has been rendered in their case within the time limit specified in that clause shall constitute a breach of contract by the teacher, commencing from the date on which they have been relieved of their 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 their 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 their school shall be waived only if one 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 themselves of the fact that their school has been declared closed to students by the school board;
- 2) closure of an entire school to students by the school administration for reasons which cause the building to be uninhabitable, when the students 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 students 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 their 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 certificate. This clause shall not apply in the event of the school board proceeding by virtue of clause 5-9.02.

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 of the 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 their 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 they have been absent from meetings authorized by the school administration by virtue of the provisions of clause 8-8.04, Sections A and B, 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 their duties during the workday, or outside

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



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.

#### **5-14.00 SPECIAL LEAVES AND LEAVES FOR FAMILY RESPONSIBILITIES**

- 5-14.02 For the purposes of this clause:

##### **DEFINITIONS:**

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, and nephew.

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.

Within the eight (8) special leave days allocated to each full-time teacher in compliance with clause 5-14.01 of the provincial entente, a teacher shall be granted an annual maximum of:

- a) Five (5) consecutive workdays are granted for the death of an immediate family member, beginning within thirty (30) calendar days of the death. These days must be taken within the academic year in which the death occurs.

Three (3) of the five (5) days may be reserved for use at a later date for burial, memorial service, estate settlement, or other related events. These days must be used on the day of the event.

If travel of more than two hundred and forty (240) kilometres from the place of residence to the destination is required, one (1) additional day may be used. If travel of more than four hundred and eighty (480) kilometres is required, two (2) additional days may be used.

In the event of a second death, up to three (3) of the remaining special leave days may be taken.

In the case of medical assistance in dying<sup>12</sup>, the day of the planned death may be used as the first of the consecutive workdays.

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<sup>12</sup> In the sense of the *Act Respecting End-of-Life Care (CQLR chapter S-32.0001)*.

- 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 a technical trade, vocational training program or university for an immediate family member or the teacher themselves – the day of the event;
  - ii) a moving day (for the purposes of moving their 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 or a member of their immediate family 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, where permitted by law;
  - 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, where permitted by law;
  - 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 their 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 or other related events.

If travel of more than two hundred and forty (240) kilometres from the place of residence to the destination is required, one (1) additional day may be used. If travel of more than four hundred and eighty (480) kilometres is required, two (2) additional days may be used.

Two (2) of the three (3) days may be reserved and used in the case of a second death in the extended family. The days granted for travel are applied to a unique event.

- g) A maximum of three (3) workdays may be granted for the observance of religious holidays, provided the teacher is an active practitioner of the recognized religion, to which the teacher can prove affiliation and has submitted in writing within one (1) week of the first working day or the signing of this clause, using the authorized form available.
- 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 or 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.

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 by the date determined in the staffing timeline, no later than March 15, 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 of the following reasons:
  - a) Following the death of a 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;
  - e) Care of a dependant child under the age of six (6) years.
- 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 two percent (2%) of the total number of full-time equivalent teaching posts.
- d) In the event that more than the quota of requests is 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 according to 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 30. 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 using the appropriate form and shall clearly establish the reasons supporting it. The request shall be received by the Director of Human Resources on or before March 30.

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

- a) The teacher during their absence on leave of absence without pay shall retain the years of experience and continue to accumulate years of seniority that they held in accordance with this agreement, at the time of their 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) They 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 15 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 their 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 their 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, they shall advise the school board in writing by June 15 if they wish 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 June Priority of Employment 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 students 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 three percent (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 (2) 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 their 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 their 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. If by September 30 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 they 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 or school service centre, 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 they 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 their return, the teacher shall be assigned duties in accordance with the provisions of this agreement.

#### **5-18.00 TEACHER'S CONTRIBUTION TO A SAVINGS INSTITUTION 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 authorization 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 they have 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 1 and October 31 and between the first and the last day of February of each year.

## **5-21.00 ASSIGNMENT AND TRANSFER**

### **Section B Assignment and Transfer Procedures Subject to Criteria Negotiated and Agreed Upon at the Provincial Level**

5-21.10 In applying the procedures of this article, 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 their teaching is provided.

For the purpose of application, the following definitions apply:

Transfer: refers to a change in the teacher's school.

Assignment: refers to a teacher's school and category.

Such changes may be permanent or for one year only. In either case, the appropriate form shall be completed by the teacher.

5-21.11

- a) No later than February 1, the school board and the union shall meet to finalize the general staffing timeline.
- b) By the date determined in the timeline, no later than March 20, the school administration shall ask all regular teachers to express in writing their workload preference for the following year. These preferences shall be received by the school administration according to the staffing timeline and shall be taken into account when the provisional workloads in a school are determined for the following school year.

5-21.12

- a) By the date determined in the timeline, no later than February 1, the school board shall determine the categories, after consultation with the union.

The following sub-paragraphs b) and c) do not apply to full-time teachers with special status:

- b) The regular teacher shall be placed in the category in which the major portion of their teaching is provided. If the teacher provides an equal portion of their teaching in more than one category and wishes to change their listed category within those categories, they shall make this selection by the date determined in the timeline, no later than February 20. The requested change will be approved, provided it is not predicted to result in an excess of teachers in their chosen category.
- c) The regular teacher shall be deemed assigned to the school where they provide the major portion of their teaching. If the teacher provides an equal portion of their teaching in more than one school, they shall indicate a choice of school by the date determined in the timeline, no later than February 20.

5.21-13

- a) By the date determined in the timeline, no later than March 20, a draft seniority list shall be provided to every school and to the union.

- b) By the date determined in the timeline, no later than March 31, the seniority list shall be verified and confirmed by each teacher, returned by the school administration to the school board and corrected if necessary.
- c) By the date determined in the timeline, no later than 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.

This clause does not apply to full-time teachers with special status.

- a) Any regular 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 at the school board and/or the school level shall be informed in writing.
- c) By the date determined in the timeline, on or about May 8, the school board shall make available to all teachers, the following information:
  - i) a list of all known full-time vacancies;
  - ii) a list of full-time conserved posts;
  - iii) a list of posts held by teachers declared excess to the school board;
  - iv) an Excess Teacher Assignment Preference form;
  - v) changes to the above as they occur.

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

- d) 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.
- e) By June 1, the school board shall inform the excess teacher in writing of the name of the school to which they are being assigned for the following school year.

5.21-15 This clause does not apply to full-time teachers with special status.

- a) Following the placement of excess teachers, the school board will post the list of remaining vacancies.

By the date determined in the staffing timeline, no later than May 23, a request for a voluntary change of category, for a voluntary transfer of school or for a job exchange using the appropriate form shall be completed. Teachers may also apply for a voluntary transfer of school or category even if there is no vacancy posted in the event that a vacancy is created later in the transfer process.



Regular teachers may indicate their interest for a voluntary transfer of school, within the same category, by completing the appropriate form. A voluntary change of category will be possible if the teacher is deemed qualified. A list of these requests shall be given to the union.

- b) When reviewing the request, the school board will consider elements such as seniority and teacher preferences.
- c) Requests for transfer will be granted to tenured teachers. If more than one teacher makes a request for the same vacancy, the school board will decide who is awarded the transfer.

Should a teacher's request for transfer be exceptionally denied, the school board shall inform the teacher and the union in writing and state the reason for the transfer's denial no later than June 30.

- d) When applying for a job exchange (post-to-post transfer), both teachers need to complete the appropriate form. Both principals must agree in writing to confirm the exchange.
- e) The school board shall inform the teacher of their decision by the date determined in the staffing timeline, no later than June 10.
- f) By June 15, the school board shall inform in writing the teacher whose request for a voluntary transfer or change of category has been granted, of the name of the school to which they are transferred for the following year, as a result of this process.
- g) Exceptionally, the school board and the union may agree to voluntary transfers or change of category outside of the dates established in sub-paragraphs e) and f) above.

5-21.16 If a vacancy occurs in a category between June 1 and the date determined in the staffing timeline, in a given school, the excess teacher in this category with the most seniority who had expressed their intention on the appropriate form shall be given the choice of returning to their school of origin. If the teacher chooses not to return to their school of origin, the second teacher with the most seniority who had expressed their intention shall exercise the right to return and so on.

5-21.17 By June 25 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 their provisional assignment.

The teacher shall receive in writing their 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.

5-21.19 This clause only applies to regular teachers with special status:

- a) By the date determined in the staffing timeline, no later than June 17, the school board must inform any full-time teachers with special status who will be without assignment for the next academic year that they shall be without assignment.
- b) Following the assignment and transfer process outlined in clause 5-21.15, the school board will post the list of remaining full-time vacancies.

By the date determined in the staffing timeline, no later than June 17, a full-time teacher with special status may make a request for assignment into a full-time contract using the appropriate form. Teachers may also apply for assignment to a school or category even if there is no vacancy initially posted in the event that such a vacancy becomes available during the application of this clause.

A voluntary change of category will be possible if the teacher is deemed qualified. A list of these requests shall be given to the union.

- c) When assigning full-time positions, the school board shall proceed with regular teachers with special status who have acquired tenure and are without assignment.
- d) Following the application of sub-paragraph c), the school board shall offer the remaining full-time vacancies in the following order:
  - i) regular teachers with special status within the same category according to seniority;
  - ii) regular teachers with special status in a different category according to seniority, subject to the assignment criteria in clause 5-21.05 of the provincial entente.
- e) Following the application of sub-paragraph d), the school board shall publish a list of vacant contracts for regular teachers with special status.

By the date determined in the staffing timeline, no later than June 23, regular teachers with special status may request a voluntary transfer or a voluntary change of category using the appropriate form. Teachers may also apply for a voluntary transfer of school or category even if there is no vacancy posted in the event that a vacancy is created later in this transfer process.

When reviewing these requests, the school board will consider elements such as seniority, qualifications, and teacher preferences. The school board will grant transfers in accordance with the assignment criteria outlined in clause 5-21.05 of the provincial entente.

The school board shall inform the teacher of their decision by the date determined in the staffing timeline, which can be no later than June 30.

- f) The school board and the union agree to form a parity committee during the 2026-2027 academic year to review the application of this clause. The mandate of this committee shall be established by mutual agreement of both parties.

## **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 of the 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 submit the transaction form. 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 of the provincial entente, including disability benefits provided for in clause 5-10.32 of the provincial entente, the monetary value of the balance of redeemable sick days as provided for in clause 5-10.26 f) of the provincial entente, the monetary compensation for classes over the maximum as provided for in clause 8-4.01 g) of the 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 miscellaneous money due to the teacher by virtue of paragraph a) above not provided for in clause 6-7.01 of the provincial entente, the statement of earnings and deductions shall 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 of the 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 ten percent (10%) of the amount owed unless otherwise agreed upon by the union and 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 issued 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 hundredth (100<sup>th</sup>) school day. The final instalment shall be paid by July 31 following the end of that school year, based upon the amounts due for the period from the hundred and first (101<sup>st</sup>) day to June 30.

A detailed account of the information generating this compensation shall be made available on an ongoing basis to teachers for their validation.

#### **8-5.00 DURATION OF WORKING TIME AND ANNUAL WORKLOAD**

- 8-5.01 The teacher's work year shall begin prior to September 1 and end no later than June 30 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 two hundred (200) workdays, with one hundred and eighty (180) days of instruction and twenty (20) pedagogical days.
- b) The calendar applicable to all schools shall incorporate the following provisions:
  - i) twenty (20) 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 seventeen (17) 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 IEP Day and one (1) shall be guaranteed as a 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 (2) 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.
- c) Pedagogical days can only be lost for board-wide school closures due to inclement weather. Any school day lost that will bring the number of school days to less than one hundred and eighty (180) days shall be made up by a loss of a pedagogical day.
- d) 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 placement of pedagogical days identified in clause 8-5.02 b) ii).

## **8-6.00 REGULAR WORKWEEK**

### **8-6.06 Terms and Conditions for the Distribution of Working Hours<sup>13</sup>**

#### **Section A – Components of Teaching Workload and Other Professional Duties**

8-6.07 In addition to elements outlined in the provincial entente, the Teacher Workload and Other Professional Duties may include the following recognized committees:

- a) Participation in the governing board shall count as thirty-six (36) hours of assigned time per year under Other Professional Duties;
- b) Participation in the school council shall count as thirty-six (36) hours of assigned time per year under Other Professional Duties.

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

8-6.08

- 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:
  - group meetings or parent-teacher meetings (clause 8-8.04);
  - specific calendar requirements (clause 8-6.02 b) and c) of the provincial entente);
  - whenever the majority of the teachers of a school had previously agreed to a change in school schedule to a school start earlier than 8:00 a.m. In this case, the teachers, through school council, may request a review of the school's start time from the school board.
- b) Should the school board wish to advance the start time of the school day of a school before 8:00 a.m., the school board must obtain the agreement of the majority of the teachers of the school.
- c) If the school start time is 8:00 a.m. or later, but the principal wishes to assign a duty prior to 8:00 a.m., the teacher must agree to such an arrangement.
- d) 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.
- e) In determining the teachers' workday, no teacher shall be required to be in school more than fifteen (15) minutes prior to the beginning of their duties assigned by virtue of clause 8-7.02 of the provincial entente nor more than ten (10) minutes following the completion of these duties.

## **8-7.00 WORKLOAD<sup>14</sup>**

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

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<sup>13</sup> This local arrangement only applies to the Youth Sector.

<sup>14</sup> See Appendix E - Workload

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

8-8.03 The teacher shall be entitled to a period of at least fifty (50) minutes for their 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 their regular workweek (or its equivalent on an annual basis) provided for in clause 8-6.02 a) of the provincial entente. However, they shall not be obliged to attend group meetings on Saturdays, Sundays or holidays.
- b) Outside the regular thirty-two (32) hours of their regular workweek (or its equivalent on an annual basis), 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 students 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 sub-paragraphs 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:

- d) 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.
- e) Such meetings shall normally be held in the evening.
- f) The school administration, in consultation with the school council, shall set the dates and hours of these meetings.
- g) 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 their thirty-two

(32) hours of their regular workweek (or its equivalent on an annual basis) 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.

#### **8-12.00 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 of the 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 of the provincial entente among the teachers assigned to their 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 or Assistant-Director of Human Resources, the Regional Director, 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 fifty (50) minutes, no teacher shall be obliged to accept an assignment of more than two hundred and ten (210) minutes of consecutive workload. After the two hundred and tenth (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 seventy-five percent (75%) approval in favour that the instructional period be longer than fifty (50) minutes, clause 8-12.03 a) shall not apply.

c) When assigning educational workload to secondary teachers, the school administration shall consider both the number of lesson preparations required and the total number of instructional groups taught by the teacher.

#### 8-12.04

- Elementary Teachers

Teachers at the elementary level shall be provided with a minimum of one daily period of thirty (30) minutes, within the student timetable, to complete Other Professional Duties which are non-recurrent, unless the teacher and the principal agree to a different arrangement.

- Preschool Teachers

Teachers at the preschool level shall be provided with the equivalent of a minimum of one hundred and fifty (150) minutes weekly to complete Other Professional Duties which are non-recurrent within the school's twenty-five (25) hour student timetable, unless the teacher and the principal agree to a different arrangement.

#### **9-2.00 GRIEVANCES AND ARBITRATION (for matters negotiated solely 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 9-1.04 of the 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 9-1.04 of the 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 of the provincial entente, 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* (CQLR, 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 its regulations. (*Act Respecting Occupational Health and Safety* - CQLR. 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, they 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 their work in accordance with the conditions prescribed in clause 3-6.01 of the 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 them, on the grounds that they exercised, in good faith, the right provided for in clause 10-8.05.

**10-9.00 TRAVELLING EXPENSES**

**10-9.01** The travelling 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 their 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**

**11-2.04** The following provisions shall apply for the engagement of teachers at the hourly rate or under part-time, replacement, or full-time contracts to teach courses offered.

**11-2.05** For the purpose of applying clause 11-2.04, the term teaching hours shall mean:

- a) Hours devoted to activities provided for in clause 11-14.02 of the provincial entente;
- b) Hours devoted to the preparation or the modification of a program of study;
- c) Hours devoted to the preparation of exams relating to Adult Education.

With regards to sub-paragraphs b) and c), only the hours set out in a part-time contract, or hours paid at an hourly rate and for which the teacher has been granted a release shall be taken into account for the accumulation of hours for the recall list.

11-2.06 Teachers on the recall list of 2024 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 will adhere to the following requirements:

- the teacher will be in the specialty for which they are legally qualified;
- a teacher may have up to two (2) additional specialties for which they have completed a minimum of fifteen (15) university credits in a specific specialty;
- to add the French specialty, a teacher needs to have successfully met the school board's French requirements;
- when a teacher obtains a new specialty, they may substitute this new specialty for one of the two (2) additional specialties. However, the teacher may not change the specialty for which they are legally qualified.

The teacher makes the request to add or substitute one or more specialties by using the appropriate form and including the necessary documentation no later than May 15 of each year.

The school board shall inform the teacher of its verification no later than June 10. If the school board confirms the specialty, it shall make the modification in the upcoming recall list.

11-2.07 The specialties shall be those determined by the school board, no later than February 1, after consultation with the union. The list will be posted on the portal.

11-2.08 By the date determined in the Adult Education Staffing Timeline, no later than June 10 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 or that are projected to be taught as of June 30 of the current school year up to a maximum of eight hundred (800) hours in the specialty. If the teacher has taught in more than one specialty, the combined total must not exceed eight hundred (800) hours for the year.
- b) A teacher hired before July 1, 2013 and whose name appeared on the 2012-2013 recall list may not have legal qualification.
- c) The school board shall add to the recall list the name of the teacher who has taught for the school board a minimum of four hundred (400) hours during at least two (2) different sessions over the last two (2) years. The teacher must be legally qualified and have received a satisfactory evaluation for each of these sessions.

A non-evaluation will be considered a satisfactory evaluation. In the case of an unsatisfactory evaluation, the teacher and the union shall be notified.

- d) The school board shall also add the name of the regular full-time teacher who is being non-reengaged because of 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 eight hundred (800) hours per school year.

11-2.09 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 collective agreement;
  - a disability within the meaning of the agreement;
  - a full-time position with the local union or QPAT;
  - to pursue full-time studies in the field of education.
- b) Who has refused two (2) offers of a minimum of seventy-five (75) hours each in the same school year for posts for which they are qualified and for which they declared themselves available.
- c) Who has resigned during the course of an engagement unless the school board accepts the reason for the resignation.

11-2.10 By the date determined in the Adult Education Staffing Timeline, no later than June 10, the recall list shall be posted on the portal for verification and correction if necessary.

By the date determined in the Adult Education Staffing Timeline, no later than July 15, the revised recall list shall be updated on the portal and forwarded to the union.

11-2.11 The school board shall form, first by centre then in two or more centres, posts which are complete, that is with an average of twenty (20) hours per week, a weekly maximum of twenty-four (24) hours and an annual maximum of eight hundred (800) hours.

11-2.12

- a) By the date determined in the Adult Education Staffing Timeline, no later than 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 current school year, an availability form asking for their availability for work.
- b) By the date determined in the Adult Education Staffing Timeline, no later than May 30, the availability form must be completed. Copies of the availability forms shall be forwarded to the union by June 15.

Failure to complete the form will imply that the teacher is available for any assignment in their recognized specialties.

The teacher must inform Human Resources by email, without delay, of any change in their availability. The school board shall forward to the union a copy of the teacher's updated availability form.

11-2.13 Using the revised recall list and subject to the information submitted by the teacher on their availability form, when the school board has full-time, part-time, replacement posts or hours compensated at an hourly rate to offer, the following provisions shall apply:

- a) Respecting the order of the recall list, posts shall be offered to the teachers according to the following order:

- regular full-time posts;
  - part-time posts;
  - replacement posts;
  - hours paid at an hourly rate in decreasing order.
- b) The school board shall offer a post to the teacher on the recall list who is not available for work due to a leave in conformity with article 5-13.00 of the provincial entente. 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 or the contract shall be granted, and the teacher shall be entitled to the leave and benefits in conformity with article 5-13.00 of the provincial entente as if they 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 hours of the post shall be offered respecting the order of the recall list.
- 11-2.14 Once the recall process is complete, a meeting shall take place between the school board and the union as per the Adult Education Staffing Timeline, no later than June 25.
- 11-2.15 The school board shall offer a post using the appropriate form. The teacher shall accept or refuse, within two (2) business days. Failure to respond will be considered a refusal.
- 11-2.16 For each session, the school board shall forward to the union, within thirty (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 and replacement contract, or hourly rate)
  - any other relevant comment

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

11-2.17

- a) If, during the course of a session or the school year, additional posts are created, they shall be offered, according to the order of the recall list, to the teacher whose workload is less

than one hundred percent (100%) on condition that the teaching schedule is compatible with the teacher's existing schedule or can be modified to be compatible.

- b) If a teacher accepts a part-time contract and, later in the process, a regular full-time contract becomes available for them, they shall be offered that full-time contract on paper but shall remain in their present contract provided that the contract is at one hundred percent (100%). Should the part-time contract not be at one hundred percent (100%), the teacher will officially transfer to the regular full-time contract.

In all circumstances, clause 5-1.01 of the provincial entente shall apply.

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

### **11-7.02 Adult Education Special Needs Committee**

Clause 11-14.07 of the provincial entente shall apply.

### **11-7.03 Centre Professional Training Committee (CPTC)**

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

- a) **Mandate:** To administer the funds allocated by the school board for technical training, conferences and curriculum reform training in the Adult Education and Vocational Training sectors. In the absence of an In-Centre Professional Improvement Committee, the centre council assumes this responsibility for the centre.
- b) **Procedure:**
  - 1) To receive and disseminate information regarding training workshops and conferences.
  - 2) To allocate funds for training workshops and conferences that are not being funded by the Ministry of Education.
  - 3) To ensure these funds are available to all teachers.
  - 4) 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.
  - 5) To ensure that hourly rate teachers not teaching while attending workshops and conferences are remunerated for their time.
  - 6) To report CPTC activities at each centre council meeting.
- **Composition:** The committee shall be composed of members of the In-Centre Professional Improvement Committee.

## **11-11.00 OTHER CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS**

### **11-11.04 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.

By the date determined in the Adult Education Staffing Timeline, no later than May 15, the appropriate form shall be completed on the portal and submitted by the teacher to the Human Resources of the school board. A list of these requests shall be given to the union.

By the date determined in the Adult Education Staffing Timeline, no later than June 15, the school board shall inform the teacher, in writing, whether or not their request for a voluntary transfer has been granted.

## **11-14.00 TEACHER'S WORKLOAD<sup>15</sup> AND ITS ORGANIZATION**

### **11-14.10 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 two hundred (200) workdays, with one hundred and ninety-one (191) days of instruction and nine (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.
- d) The length of a pedagogical day is five (5) hours twenty-four (24) minutes.
- e) Participation in the governing board shall count as thirty-eight (38) hours of assigned time per year under Other Professional Duties.
- f) Participation in the centre council shall count as thirty-eight (38) hours of assigned time per year under Other Professional Duties.

## **13-0.00 VOCATIONAL TRAINING**

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**

13-3.05 The following provisions shall apply for the engagement of teachers at the hourly rate or under part-time, replacement, or full-time contracts to teach vocational competencies offered.

13-3.06 The sub-categories shall be those determined by the school board, no later than February 1, after consultation with the union. The list will be posted on the portal.

13-3.07 The teachers on the recall lists of 2024 shall retain already acquired specialties.

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<sup>15</sup> See Appendix E - Workload

13-3.08 The school board shall draw up for each centre, two recall lists: A list of teachers who are legally qualified (List 1) and a list of teachers who do not hold legal qualifications (List 2). List 1 shall include the name of all the teachers that appeared on the recall list as of May 14, 2023<sup>16</sup>.

13-3.09 No later than May 15 of every school year, the school board shall update the recall lists according to the following provisions:

- a) The school board shall add the number of hours taught or that are projected to be taught as of June 30 of the current school year up to a maximum of seven hundred and twenty (720) hours. If the teacher has taught in more than one sub-category, the combined total must not exceed seven hundred and twenty (720) hours for the year.
- b) The school board shall add to one of the centre's two recall lists the name of the teacher who taught at the school board during the last two school years for a total of more than four hundred (400) hours. The teacher must have received a satisfactory evaluation in each of these years.

A non-evaluation will be considered a satisfactory evaluation. In the case of an unsatisfactory evaluation, 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 because of 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 seven hundred and twenty (720) hours per school year.

13-3.10 The school board shall list the names of the teachers in decreasing order of the number of hours in their sub-category(ies).

- a) A teacher may have a maximum of three (3) sub-categories.
- b) The teacher who wishes to add a sub-category must have taught more than 150 hours with the school board in that sub-category and received a satisfactory evaluation. The request for the sub-category to be added must be submitted to the school board using the appropriate form by May 1 of each year in order for it to be added to the revised recall list.
- c) A teacher may substitute a new sub-category for one of the recognized sub-categories if the teacher already has three (3) recognized sub-categories.
- d) No later than May 15 of each school year, the recall lists are posted on the school board portal and a copy is provided to the union. Corrections may be made up to May 22 of the current school year.
- e) On July 15 of every school year, the school board shall post the revised recall lists in effect for the following school year on its portal and a copy is provided to the union.
- f) The teacher whose name appears on one of the centre's recall lists may request a transfer to another centre's recall list by May 1, provided that the category exists in that other centre.

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<sup>16</sup> Beginning May 14, 2024, non-legally qualified teachers whose name appears on List 1, will have to demonstrate they have started and they are adhering to the requirements of the process to be legally qualified. If not, they will be removed from List 1 and their name will be added to List 2.

The school board must give a response by May 15. This transfer may occur only once during a teacher's career.

13-3.11 The school board may remove from the recall lists 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 collective agreement
  - a disability within the meaning of the agreement;
  - a full-time position with the local union or QPAT;
  - to pursue full-time studies in the field of education;
- b) Who has refused two (2) offers in the same school year of minimally seventy-five (75) hours each (replacement hours are not deemed a refusal) in the sub-category(ies) for which they are deemed capable and for which they have declared themselves available, or
- c) Who has resigned during the course of an engagement.

13-3.12

- a) By the date determined in the Vocational Training Staffing Timeline, no later than 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 their availability for work.
- b) By the date determined in the Vocational Training Staffing Timeline, no later than April 30, the availability form must be completed. Copies of the availability forms shall be forwarded to the union by May 15.

Failure to complete the form will imply that the teacher is available for any assignment in their recognized sub-category(ies).

The teacher must inform the school board by email, without delay, of any change in their availability. The school board shall forward to the union a copy of the teacher's updated availability form.

13-3.13 The school board shall offer the posts by centre and by sub-category using the recall list on which the legally qualified teachers appear (List 1). Once this recall list is exhausted, the school board will then use the recall list on which non-legally qualified teachers appear (List 2).

13-3.14 Using the revised recall lists and subject to the information submitted by the teacher on their availability form, when the school board has full-time, part-time, replacement posts, or hours paid at an hourly rate to offer, the following provisions shall apply:

- a) Respecting the order of the recall lists, the school board shall offer the posts according to the following order of priority:
  - regular full-time posts;
  - part-time posts;



- replacement posts;
  - hours paid at an hourly rate in decreasing order.
- b) The school board shall offer a post to the teacher of the recall list who cannot be available for work in conformity with article 5-13.00 of the provincial entente. 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 contract 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 or the contract be granted, and the teacher shall be entitled to the leave, as the case may be, and benefits in conformity with article 5-13.00 of the provincial entente as if they 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 hours of the post shall be assigned respecting the order of the recall list.
- 13-3.15 Once the recall process is complete, a meeting shall take place between the school board and the union by the date determined in the Vocational Training Staffing Timeline, no later than June 25.
- 13-3.16 The school board shall offer a post using the appropriate form. The teacher shall accept or refuse, within two (2) business days. Failure to respond will be considered a refusal.
- 13-3.17 The school board shall forward to the union, within thirty (30) days of the completion of the engagement, a copy of the assignments listing teachers in the same order as the recall lists and indicating the following information:
- the category
  - the name of the centre
  - the dates covered by the assignment
  - the total number of hours assigned
  - the nature of the engagement (regular full-time contract, part-time and replacement contract, or hourly rate)
  - any other relevant comment
- 13-3.18
- a) If additional posts are created, they shall be offered, according to the order of the recall lists, to the teacher whose workload is incomplete on condition that the new post is compatible with the teacher's existing schedule or can be modified to be compatible.
  - b) If a teacher accepts a part-time contract and, later in the process, a regular full-time contract becomes available for them, they shall be assigned to that full-time contract on paper but

shall remain in their present contract provided that the latter is a contract at one hundred percent (100%). Should the part-time contract not be at one hundred percent (100%), the teacher will officially transfer to the regular full-time contract.

In all circumstances, clause 5-1.01 of the provincial entente shall apply.

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

#### **13-8.02 Vocational Training Special Needs Committee**

Clause 13-15.11 of the provincial entente shall apply.

#### **13-8.03 Centre Professional Training Committee (CPTC)**

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

a) **Mandate:** To administer the funds allocated by the school board for technical training, conferences and curriculum reform training in the Adult Education and Vocational Training sectors. In the absence of an In-Centre Professional Improvement Committee, the centre council assumes this responsibility for the centre.

b) **Procedure:**

- 1) To receive and disseminate information regarding training workshops and conferences.
- 2) To allocate funds for training workshops and conferences that are not being funded by the Ministry of Education.
- 3) To ensure these funds are available to all teachers.
- 4) 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.
- 5) To ensure that hourly rate teachers not teaching while attending workshops and conferences are remunerated for their time.
- 6) To report CPTC activities at each centre council meeting.

c) **Composition:** The committee shall be composed of members of the In-Centre Professional Improvement Committee.

## **13-12.00 OTHER CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS**

### **13-12.04 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 regular teacher with a full-time contract.

By the date determined in the Vocational Training Staffing Timeline, no later than May 1, the appropriate form shall be completed on the portal and submitted by the teacher to the school board. A list of these requests shall be given to the union.

By the date determined in the Vocational Training Staffing Timeline, no later than May 15, the school board shall inform the teacher, in writing, whether or not their request for a voluntary transfer has been granted.

## **13-15.00 TEACHER'S WORKLOAD<sup>17</sup> AND ITS ORGANIZATION**

### **13-15.16 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 two hundred (200) workdays, with one hundred and ninety-one (191) days of instruction and nine (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.
- d) The length of a pedagogical day is five (5) hours twenty-four (24) minutes.

### **13-15.17 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 their availability. The centre director shall distribute equitably the workload among the teachers in each department.

The workload consists of twenty (20) hours per week. The twenty (20) hours may be considered as an average weekly time that may be exceeded during certain weeks and compensated by a reduction in time during other weeks. In this case, however, the workload shall remain at seven hundred and twenty (720) hours per year.

In the event that a teacher under contract (regular, part-time, replacement) would be assigned a teaching weekly workload of thirty (30) or more hours, the following conditions will apply:

- i) the maximum weekly workload of thirty (30) hours shall not be exceeded for more than four (4) consecutive weeks.
- ii) the maximum weekly workload of thirty (30) hours shall not be exceeded for more than a total of eight (8) weeks over the course of the school year.

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<sup>17</sup> See Appendix E - Workload

- iii) once a teacher has worked the thirty-two (32) hours of their workweek, the hours devoted to all other professional duties are deemed completed.

A regular teacher shall be provided a provisional teaching workload by no later than five (5) days after the school board/union staffing meeting.

Participation in the governing board shall count as thirty-eight (38) hours of assigned time per year under Other Professional Duties.

Participation in the centre council shall count as thirty-eight (38) hours of assigned time per year under Other Professional Duties.

**Appendix A / Annexe A****APPLICATION FOR MEMBERSHIP  
DEMANDE D'ADHÉSION**

Name/Nom : \_\_\_\_\_

École / School : \_\_\_\_\_

Adresse / Address : \_\_\_\_\_  
No rue/Street Ville/City Province

Code postal/Postal Code

Courriel/email: \_\_\_\_\_

No de téléphone / Telephone Number : \_\_\_\_\_

Je demande, par la présente, mon adhésion au Syndicat des Enseignants de Pearson, le tout conformément aux dispositions de la convention collective.

Je m'engage à respecter les statuts et règlements qui régissent le syndicat en vue de promouvoir ses intérêts et ses principes.

J'autorise par ailleurs le Syndicat des Enseignants de Pearson, ses agentes ou agents et ses représentantes ou représentants, à agir en mon nom personnel en toutes les matières qui touchent à la convention collective.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness/Témoin:

\_\_\_\_\_

I, the undersigned, in accordance with the Collective Agreement, hereby apply for membership in the Pearson Teachers Union.

I pledge to observe the Constitution and laws of the Union, to promote its interests and further its principles.

I hereby authorize the Pearson Teachers Union, its agents and representatives, to act on my behalf as my exclusive representative in all matters concerning the Collective Agreement.

## APPENDIX B

### SCHOOL COUNCIL TIMELINE

(to be adjusted according to the needs of the individual school)

Items discussed can generate proposals between the principal and School Council.

Proposals generated are either collaborative, requiring School Council participation or consultative in which School Council is consulted.

A principal refusing a collaborative School Council proposal must submit a written explanation to the School Council (cc Regional Director and PTU) prior to the implementation of the decision.

It is the responsibility of the school principal to present and obtain Governing Board approval where required in the Education Act.

#### August / September

	Consultative	Collaborative	Collaborative with information to Governing Board	Collaborative with Governing Board Approval
Procedures for the submission of marks		✓		
The system of reporting late arrivals and absences of students		✓		
The in-school Professional Improvement Committee		✓		
The establishment for the school year of supervision needs and a system of rotation among the teachers to implement the supervision duties required		✓		
The Value Added Remuneration Program		✓		
The use of Director's Days	✓			
The establishment of a system of emergency substitution in accordance with clause 5-1.31		✓		

**October / November / December**

	Consultative	Collaborative	Collaborative with information to Governing Board	Collaborative with Governing Board Approval
The implementation of the guidelines for student-teacher funds		✓		
The school/centre budget	✓			
Approach for the implementation of the Basic School Regulation				✓
Approach for the development of enrichment programs, or the development of local programs to meet specific needs of students				✓
Subject-time allocation				✓
Educational services to be provided by each school or centre	✓			
Educational project of the school or centre				✓

**January / February / March**

	Consultative	Collaborative	Collaborative with information to Governing Board	Collaborative with Governing Board Approval
Approach for the implementation of student services and special educational services				✓
Implementation of program of studies				✓
Rules governing the placement of students and their promotion from one cycle to another at the elementary level			✓	
Needs of the school in each teaching category for the following school year	✓			
Nominations of teachers for the position of mentor-teacher	✓			

**April / May / June**

	Consultative	Collaborative	Collaborative with information to Governing Board	Collaborative with Governing Board Approval
Homeroom system	✓			
Placement in the school calendar of in-school pedagogical days and the program of these days	✓			
Rules of conduct and safety				✓
Anti-Bullying and Anti-Violence Plan (ABAV)				✓
Criteria for the introduction of new instructional methods			✓	
Textbooks and instructional materials			✓	
The Value-Added Remuneration (VAR) Program report		✓		
Professional improvement needs of the teaching staff	✓			
Hours allocated for workload-recognized committees	✓			

**On an ongoing basis:**

	Consultative	Collaborative	Collaborative with information to Governing Board	Collaborative with Governing Board Approval
Educational activities involving changes to students' arrival or departure times requiring students to leave the school premises				✓
Approach for the implementation of popular education (Adult/Vocational)				✓
The establishment and application of a system of invigilation for each examination period	✓			

In the event of a discrepancy between this appendix and the Education Act, the Education Act prevails.



## Appendix C

### STUDENT TEACHER FUNDS

#### 1. General Principles

On an annual basis, the Director and Assistant Director of Human Resources and the President and a representative of the union will meet to review the previous year's budget and to review the procedures governing the distribution and spending of the budget.

#### 2. Participation of Cooperating Teachers

The administration shall choose cooperating teachers based on the following criteria:

- participation on a voluntary basis
- must be a legally qualified teacher
- a preference for a minimum of five years' teaching experience unless circumstances do not permit it
- a demonstration of continued involvement in personal and professional development
- willingness to follow the cooperating teachers' training sessions offered by the universities or the school board
- a maximum of two cooperating teachers per student-teacher
- the number of student-teachers assigned to a cooperating teacher shall be no more than two (2) at a time

#### 3. Budget

##### Distribution of Funds

- The annual budget will be in accordance with the Ministry guidelines. Funding is based on the previous year's student-teachers.
- The school board will administer a central fund which will equal ten percent (10%) of the annual budget and the intent is not to exceed one hundred and twenty-five thousand dollars (\$125,000) at the central level.
- By December 15 of each school year, the school board will pay cooperating teachers eighty percent ( 80%) of the remaining funds following the allocation to the central fund.
- Following the allocation to the central fund and the payment of the cooperating teachers, the remaining funds will go to the in-school or in-centre budget to be used by the Student-Teacher Committee as outlined below.
- Part of the central fund will be used to cover human resource expenditures related to managing the student-teacher dossier.

- A budget surplus at a school or centre in a given year will be carried forward to the next school year in the same school or centre.

#### In-School or In-Centre Committee

- At the level of the school or centre, a Student-Teacher Committee shall be formed. This committee shall be made up of the school or centre administrator, cooperating teachers of the previous year and the cooperating teachers of the current year. The chairperson of this committee must be a teacher. The committee is responsible for the application of this appendix.
- Should there be no Student-Teacher Committee in the school or centre, the School or Centre Council and the administration shall jointly assume this responsibility.

#### In-School or In-Centre Budget

- The Student-Teacher Committee may use the in-school or in-centre funds for:
  - release time for training or any activity related to the role of cooperating teachers
  - costs related to producing workshop materials and/or materials for student-teachers
  - registration fees and/or allowances to cover expenses related to teachers attending workshops on their role as cooperating teachers
  - modest expenditures related to social/team building activities for cooperating teachers and student-teachers
- Each school or centre shall develop a mechanism to track the use of the funds. Both the school or centre administration and the chair will keep records of the fund. The chair of the Student Teacher Committee will inform the School or Centre Council about the budget.
- Should a cooperating teacher move to another school or centre, the funds carried forward shall remain at the school or centre of origin.

#### 4. Responsibilities of the School Board

- The school board shall provide the union with the following information from the previous year:
  - a list of all cooperating teachers in each school or centre
  - a list of all student-teachers assigned to each school or centre
  - all amounts related to both the central and in-school or in-centre budgets

#### 5. Responsibilities of the School or Centre Administration

- At the beginning of each school year, the administration shall facilitate the creation of the Student-Teacher Committee.
- The administration will disseminate information about the role of cooperating teachers and shall establish the mechanism to identify those potentially interested in assuming the responsibilities of a cooperating teacher.
- The administration shall make the student-teaching budget information available to the Student-Teacher Committee.

- The administration shall oversee the student-teacher dossier at the school or centre and will be the direct liaison with the universities and the school board.

6. Responsibilities of the Cooperating Teacher

- The cooperating teacher shall comply with the training structure adopted by the Ministry, the universities and the school board.

7. Role of the “Stagiaire/Recruiting/Liaison” Officer

- The school board agrees to consult the union before appointing a “recruiting” officer.

**APPENDIX D / ANNEXE D**  
**ATTESTATION D'ABSENCE**  
**ATTESTATION OF ABSENCE**

888000

**Date**

C.S. Lester-B.-Pearson School Board  
 1925, BROOKDALE AVENUE  
 H9P2Y7

Matricule : #####

Name of employee

Address

Motif et description	Premier jour d'absence	Dernier jour d'absence	Durée	Durée
Reason and description	First day of absence	Last day of absence	Duration	Duration
			Jour/Day Total	Minutes Total

Emploi/Job:

N-#### : Corps d'emploi

Lieu de travail / Place of work :

### - Name of School

## Motif/Reason

Jour/Day Date

Jour/Day Date

#

#

Remarque

Je, soussigné(e), déclare que les informations ci-haut mentionnées sont complètes et véridiques:

I, the undersigned, declare that all the information stated below are complete and truthful.

Signature de la personne absente

Signature of absent employee

Date

Commentaires /

Comments

Autorisé par / Authorized by :

Date

## APPENDIX E

### PRESCHOOL

	Annualized	5-Day Cycle	6-Day Cycle
<b>Workload</b>			
Teaching	Example: 792 hours	Example: 1320 min	Example: 1584 min
Other <ul style="list-style-type: none"> <li>• Homeroom</li> <li>• Encadrement</li> <li>• Supervision</li> <li>• Remediation</li> </ul>			
<b>Total Workload</b>	<b>828 hours</b>	<b>23 hours (average)</b>	<b>27.6 hours (average)</b>
<b>Other Professional Duties (OPD) – Assigned</b>			
Arrivals and Dismissals and Movement of Students			
Committees <ul style="list-style-type: none"> <li>• School Council</li> <li>• Governing Board</li> <li>• Other Committees</li> </ul>	36 hours 36 hours Locally determined		
Other Tasks <sup>1</sup>			
<b>Total OPD - Assigned</b>	<b>144 hours</b>	<b>4 hours (average)</b>	<b>4.8 hours (average)</b>
<b>Other Professional Duties – Determined by Teachers<sup>2</sup></b>	<b>200 hours</b>	<b>5 hours (average)</b>	<b>6 hours (average)</b>
Pedagogical Days	108 hours		
<b>TOTAL</b>	<b>1280 hours</b>	<b>32 hours (average)</b>	<b>38.4 hours (average)</b>

<sup>1</sup> In compliance with 8-12.04 of the local agreement.

<sup>2</sup> The time required for the 10 group meetings and the first three (3) meetings with parents shall be included in the 200 hours.

# **ELEMENTARY**

	<b>Annualized</b>	<b>5-Day Cycle</b>	<b>6-Day Cycle</b>
<b>Workload</b>			
Teaching	738 hours (average)	1230 min (average)	1476 min (average)
Encadrement <sup>1</sup>	36 hours	60 min	72 min
Other <ul style="list-style-type: none"> <li>• Homeroom</li> <li>• Supervision</li> <li>• Remediation<sup>2</sup></li> </ul>	54 hours	90 min (average)	108 min (average)
<b>Total Workload</b>	<b>828 hours</b>	<b>23 hours (average)</b>	<b>27.6 hours (average)</b>
<b>Other Professional Duties (OPD) – Assigned</b>			
Arrivals and Dismissals and Movement of Students			
Committees <ul style="list-style-type: none"> <li>• School Council</li> <li>• Governing Board</li> <li>• Other Committees</li> </ul>	36 hours 36 hours Locally determined		
Other Tasks <sup>3</sup>			
<b>Total OPD - Assigned</b>	<b>144 hours</b>	<b>4 hours (average)</b>	<b>4.8 hours (average)</b>
<b>Other Professional Duties – Determined by Teachers<sup>4</sup></b>	<b>200 hours</b>	<b>5 hours (average)</b>	<b>6 hours (average)</b>
Pedagogical Days	108 hours		
<b>TOTAL</b>	<b>1280 hours</b>	<b>32 hours (average)</b>	<b>38.4 hours (average)</b>

<sup>1</sup> As defined in clause 8-7.01 of the provincial entente.

<sup>2</sup> As defined in clause 8-7.01 of the provincial entente.

<sup>3</sup> In compliance with 8-12.04 of the local agreement.

<sup>4</sup> The time required for the 10 group meetings and the first three (3) meetings with parents shall be included in the 200 hours.

## SECONDARY

	Annualized	5-Day Cycle	6-Day Cycle	9-Day Cycle
<b>Workload</b>				
Teaching	615 hours (average)	1025 min (average)	1230 min (average)	1845 min (average)
Other <ul style="list-style-type: none"> <li>• Homeroom</li> <li>• Encadrement</li> <li>• Supervision</li> <li>• Remediation</li> </ul>	105 hours (average)	175 min (average)	210 min (average)	315 min (average)
<b>Total Workload</b>	<b>720 hours</b>	<b>20 hours (average)</b>	<b>24 hours (average)</b>	<b>36 hours (average)</b>
<b>Other Professional Duties (OPD) – Assigned</b>				
Arrivals and Dismissals and Movement of Students				
Committees <ul style="list-style-type: none"> <li>• School Council</li> <li>• Governing Board</li> <li>• Other Committees</li> </ul>	36 hours 36 hours Locally determined			
Other Tasks				
<b>Total OPD - Assigned</b>	<b>252 hours</b>	<b>7 hours (average)</b>	<b>8.4 hours (average)</b>	<b>12.6 hours (average)</b>
<b>Other Professional Duties – Determined by Teachers<sup>1</sup></b>	<b>200 hours</b>	<b>5 hours (average)</b>	<b>6 hours (average)</b>	<b>9 hours (average)</b>
Pedagogical Days	108 hours			
<b>TOTAL</b>	<b>1280 hours</b>	<b>32 hours (average)</b>	<b>38.4 hours (average)</b>	<b>57.6 hours (average)</b>

<sup>1</sup> The time required for the 10 group meetings and the first three (3) meetings with parents shall be included in the 200 hours.

## ADULT EDUCATION

	Annualized
<b>Workload</b>	
Courses and lessons and pedagogical follow-up related to the specialty.	768 hours
Bank of hours of pedagogical days <sup>1</sup>	32 hours
<b>Total Workload</b>	<b>800 hours</b>
<b>Other Professional Duties (OPD) - Assigned</b>	
Arrivals and dismissals and movement of students	
(Prep periods)	
Committees <ul style="list-style-type: none"> <li>• Centre Council</li> <li>• Governing Board</li> <li>• Other Committees</li> </ul>	38 hours 38 hours Locally determined
Hours devoted to pedagogical days, in addition to workload time above <sup>2</sup>	16.6 hours
Other Tasks	
<b>Other Professional Duties – Determined by Teachers</b>	
Work related to the general duties <sup>3</sup>	<b>160 hours</b>
The time required for the 10 group meetings and the first three (3) meetings with parents	<b>40 hours</b>
<b>Total OPD</b>	<b>480 hours</b>
<b>TOTAL</b>	<b>1280 hours</b>

<sup>1</sup> Only the first four hours of a pedagogical day can be deducted from the bank of 32 hours.

<sup>2</sup> As defined in clause 11-14.10 d) of the local agreement.

<sup>3</sup> As defined in clause 11-14.02 of the provincial entente.



### VOCATIONAL TRAINING

	Annualized
<b>Workload</b>	
Courses and lessons <sup>1</sup>	635 hours <sup>2</sup>
Other <ul style="list-style-type: none"> <li>• Encadrement</li> <li>• Supervision<sup>3</sup></li> <li>• Remediation</li> </ul>	
<b>Total Workload</b>	<b>720 hours</b>
<b>Other Professional Duties (OPD) - Assigned</b>	
Arrivals and dismissals and movement of students	
(Prep periods)	
Committees <ul style="list-style-type: none"> <li>• Centre Council</li> <li>• Governing Board</li> <li>• Other Committees</li> </ul>	38 hours 38 hours Locally determined
University credits <sup>4</sup>	Up to 45 hours per year
Other Tasks	
Pedagogical Days <sup>5</sup>	48.6 hours
<b>Total OPD - Assigned</b>	<b>360 hours</b>
<b>Other Professional Duties – Determined by Teachers</b>	
Work related to the general duties <sup>6</sup>	<b>160 hours</b>
The time required for the 10 group meetings and the first three (3) meetings with parents	<b>40 hours</b>
<b>TOTAL</b>	<b>1280 hours</b>

<sup>1</sup> Including supervision of workplace internships in the presence of students, where applicable.

<sup>2</sup> The number of hours devoted to courses and lessons is an average time for all full-time teachers, subject to the exclusions prescribed in clause 13-15.09 g) of the provincial entente. It may vary from one teacher to another. For this reason, the number of hours of other educational duties is adjusted accordingly.

<sup>3</sup> As defined in clause 13-15.09 b) of the provincial entente.

<sup>4</sup> As per Appendix XLII of the provincial entente.

<sup>5</sup> In compliance with clause 13-15.16 d) of the local agreement.

<sup>6</sup> As defined in clause 13-15.02 of the provincial entente.